



**THE CITY OF
HARRISONVILLE**
WHERE TRADITION MEETS INNOVATION

**AGENDA
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
FEBRUARY 6, 2023
6:00 PM**

- 1. Call to Order**
 - A. Pledge of Allegiance**
 - B. Roll Call**
- 2. Ceremonial Matters**
- 3. Public Participation**
- 4. Approval of Minutes**
 - A. Board of Aldermen - Regular Meeting - Jan 17, 2023, 6:00 PM**
- 5. Agenda Items**
 - A. Council Bill 10: A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A USER AGREEMENT BETWEEN THE CITY OF HARRISONVILLE AND UFP HARRISONVILLE, LLC, FOR USE OF THE CITY'S RAILROAD SPUR.**
 - B. Council Bill 11: AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI AMENDING SECTIONS 405.030.B AND 405.573 OF THE HARRISONVILLE MUNICIPAL CODE AND ESTABLISHING AN EFFECTIVE DATE.**
 - C. Council Bill 12: AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI AMENDING ARTICLE XI, SECTION 215 OF THE HARRISONVILLE MUNICIPAL CODE**
- 6. Aldermen and Committee Reports**
- 7. Report from the City Administrator**
 - A. Municipal Court Report December 2022**
- 8. Questions from the Media**

9. Adjourn From Regular Session

Posted on City Hall Bulletin Board this 3rd day of February 2023.

Daniel Barnett, City Clerk

Public participation during regular meetings of the Board of Aldermen shall be limited to those who have submitted a completed agenda request form. 2 Each person wishing to address the Board during regular meetings of the Board of Aldermen on a topic not on the agenda shall submit a completed agenda request form five (5) business days prior to the meeting the person wishes to address the Board. If the agenda request concerns a complex issue requiring staff research time, the opportunity to address the Board may be moved to a future meeting instead of the meeting immediately following the submission of the agenda request form. 3. Those that have submitted a completed agenda request form shall be limited to three (3) minutes to address the Board, this time cannot be yielded to another person and this time may be extended in three (3) minutes increments only upon a majority vote of the members of the Board of Aldermen, with each additional three (3) minute increment requiring an additional majority vote of the members of the Board of Aldermen.



THE CITY OF HARRISONVILLE

WHERE TRADITION MEETS INNOVATION

DRAFT
MINUTES
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
JANUARY 17, 2023
6:00 PM

1. Call to Order

The meeting was called to order at 6:00 PM by Mayor Judy Bowman.

A. Pledge of Allegiance

Attendee Name	Organization	Title	Status	Arrived
Bill Mills	Harrisonville	Board Member	Present	
Mike Zaring	Harrisonville	Board Member	Present	
Sandy Franklin	Harrisonville	Board Member	Present	
Dave Doerhoff	Harrisonville	Board Member	Present	
Marcia Milner	Harrisonville	Board Member	Present	
Judy Reece	Harrisonville	Board Member	Present	
Gary Davidson	Harrisonville	Board Member	Present	
Matt Turner	Harrisonville	Board Member	Present	
Judy Bowman	Harrisonville	Mayor	Present	

Others present: City Administrator Brad Ratliff, City Attorney Alex Felzien, Parks and Recreation Grant Purkey, Community Development Director Christina Stanton, Economic Development Director Jim Clarke, Police Chief John Hofer, Executive Secretary to the City Administrator Theresa West, Electric Line Supervisor Brent Stockstill, Combined Water and Sanitary Sewer Supervisor Matt Carver, Chief Water Treatment Plant Operator Cliff Holloway, Police Lieutenant Darin Chance, Police Officer Xavier Stein, Police Officer Matthew Pruitt, Shen Yun volunteer Barbara Gay and City Clerk Daniel Barnett - recording.

2. Ceremonial Matters

A. Shen Yun Performing Arts Proclamation

Mayor Bowman introduced Shen Yun volunteer Barbara Gay.

Gay spoke about the history of Chinese culture, the damaging effects of communism on said culture, and provided a description of the performance.

Bowman thanked Gay for continued efforts to educate the public for the Chinese cause and for allowing the City of Harrisonville to show support for the performance.

Bowman read the proclamation and presented it to Ms. Gay.

Before moving on to other items on the meeting's agenda, Police Chief Hofer introduced a pair of new officers, recently sworn in to the department.

Hofer introduced Officer Xavier Stein and Officer Matthew Pruitt.

Stein said he is excited to be working in his home town and spoke about his desire to have a positive impact on the community he grew up in.

Pruitt spoke about his desire to serve Harrisonville with transparency and to uphold the good standing of the community.

Mayor Bowman welcomed each of the new officers to Harrisonville and thanked them for their service to the community.

3. Public Participation

None.

4. Approval of Minutes

A. Board of Aldermen - Regular Meeting - Jan 3, 2023 6:00 PM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Gary Davidson, Board Member
SECONDER:	Sandy Franklin, Board Member
AYES:	Mills, Zaring, Franklin, Doerhoff, Milner, Reece, Davidson, Turner

B. Board of Aldermen - Work Session - Jan 3, 2023 6:30 PM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Mike Zaring, Board Member
SECONDER:	Marcia Milner, Board Member
AYES:	Mills, Zaring, Franklin, Doerhoff, Milner, Reece, Davidson, Turner

C. Executive Session Minutes - January 3, 2023

A motion to accept the minutes from the January 3, 2023 Executive Session was made by Alderman Doerhoff, with a second from Alderwoman Franklin. The motion carried with a unanimous 6-0 vote, as Alderwoman Milner and Alderman Mills abstained due to not being present for the executive session.

5. Agenda Items

A. A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE APPROVING A LEGISLATIVE AGENDA FOR THE YEAR 2023.

Staff report presented by City Administrator Ratliff.

Ratliff spoke to addition of a transient guest tax within the proposed legislative agenda, and informed the Board that the requested action is not to ask the legislature to impose said tax, but to allow the measure to be put on a future ballot.

Ratliff reminded the Board that any funds brought in from such a tax would be used only for bolstering local tourism efforts.

Minutes Acceptance: Minutes of Jan 17, 2023 6:00 PM (Approval of Minutes)

Ratliff highlighted various other points of the proposed legislative agenda, including economic development efforts and major themes being highlighted by the Missouri Municipal League.

Mayor Bowman said she greatly appreciates the partnerships that the City has with Representatives Mike Haffner and Sherri Gallick, who serve the Harrisonville community in Jefferson City. Bowman said the City has met with each of them and that they have expressed a desire to work with the City during the current legislative session.

Upon passage, Mayor Bowman designated the resolution to be Resolution number 2023-03.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dave Doerhoff, Board Member
SECONDER:	Matt Turner, Board Member
AYES:	Mills, Zaring, Franklin, Doerhoff, Milner, Reece, Davidson, Turner

B. A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI AUTHORIZING THE MAYOR TO APPROVE AN AGREEMENT FOR THE EMERGENCY SUPPLY INTERCONNECTION AGREEMENT BETWEEN THE CITY OF HARRISONVILLE AND PUBLIC WATER SUPPLY (PWSD) No. 9.

Staff report presented by Combined Water and Storm Sewer Supervisor Carver.

Carver said the agreement would last 10 years.

Alderman Zaring asked how many times the City has utilized these agreements in the past 10 years.

Carver said the City has not used the emergency connections at any point within the past 10 years.

Alderman Mills asked if this is the only agreement of this nature that the City has.

Carver said yes.

Upon passage, Mayor Bowman designated the resolution to be Resolution number 2023-04.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Davidson, Board Member
SECONDER:	Mike Zaring, Board Member
AYES:	Mills, Zaring, Franklin, Doerhoff, Milner, Reece, Davidson, Turner

C. AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE AMENDING THE OPERATING BUDGET FOR THE CITY OF HARRISONVILLE, MISSOURI, FOR THE FISCAL YEAR JANUARY 1, 2023 THROUGH DECEMBER 31, 2023, AND ESTABLISHING AN EFFECTIVE DATE.

Staff report presented by Director of Administrative Services Smith.

Smith spoke to the items included within the proposed amendment.

Alderman Doerhoff asked if the proposed custodian would be a City employee or a contract employee.

Smith said it would be a full-time City employee.

Alderman Davidson asked about the funding difference for the custodial position between the 2022 and proposed, amended 2023 budget.

Upon passage, Mayor Bowman designated the ordinance to be Ordinance number 3623.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bill Mills, Board Member
SECONDER:	Sandy Franklin, Board Member
AYES:	Mills, Zaring, Franklin, Doerhoff, Milner, Reece, Davidson, Turner

- D. AN ORDINANCE IMPOSING A SALES TAX AT A RATE OF THREE PERCENT ON ALL TANGIBLE PERSONAL PROPERTY RETAIL SALES OF ADULT USE MARIJUANA SOLD WITHIN THE CITY OF HARRISONVILLE, MISSOURI, PURSUANT TO ARTICLE XIV, SECTION 2.6(5) OF THE MISSOURI CONSTITUTION SUBJECT TO THE APPROVAL BY THE VOTERS OF THE CITY AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON APRIL 4, 2023; DESIGNATING THE FORM OF BALLOT; AND DIRECTING THE CITY CLERK TO PROVIDE NOTICE OF SAID ELECTION.**

Staff report presented by City Attorney Felzien.

Felzien spoke to the reasoning for putting the measure to a vote of the citizens of the City of Harrisonville, and the process to do so.

Felzien also spoke to the regulations for taking a vote of the citizens of the City of Harrisonville to restrict the sale of recreational marijuana within the City limits of Harrisonville.

Upon passage, Mayor Bowman designated the ordinance to be Ordinance number 3624.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Judy Reece, Board Member
SECONDER:	Dave Doerhoff, Board Member
AYES:	Mills, Zaring, Franklin, Doerhoff, Milner, Reece, Davidson, Turner

6. Aldermen and Committee Reports

Alderwoman Franklin extended well wishes to Electric Superintendent Pollard for a speedy recovery.

Alderman Zaring thanked staff for their time and energy in researching and applying for various grants.

Alderwoman Milner thanked Chief Hofer for his hard work to recruit and bring the Harrisonville Police Department back to fully staffed.

Alderman Mills also thanked staff for their hard work to secure grants for the City. Mills also thanked those who removed weeds and garbage from the diverging diamond at the intersection of Interstate 49 and Missouri Highway 291.

7. Report from the City Administrator

City Administrator Ratliff spoke to the Board about a series of upcoming City meetings and events.

Ratliff informed the Board that bids were received for materials for the South Service Area Sewer Improvement project.

Ratliff provided an update regarding a pair of grants that the City has applied for. Ratliff said the Governor's Cost Share grant for the S. Commercial Extension project was awarded \$1,340,867 and the Royal Street Extension project was awarded \$4,486,556.

Ratliff reported that Harrisonville was the only city in the state of Missouri that had two projects funded through the Governor's cost-share grant program.

Ratliff spoke to ongoing efforts to secure funding for a new K9 for the Police Department.

Ratliff informed the Board that the Cass County Sheriff's Office will recognize members of the Harrisonville Animal Control staff who recently assisted with a search warrant near Pleasant Hill during the Sheriff's quarterly awards ceremony on January 25.

Ratliff spoke to the Board about the status of the Rental Ready Program and said the number of reported units has increased from 829 to 865, and said, as of December 9, 2022, a total of 116 inspections have been completed for the program.

Ratliff informed the Board that the property across the street from the Love's Travel Stop has been purchased. Ratliff said City staff are coordinating a meeting with the new owners.

Ratliff informed the Board that the vote by the 291 Highway Transportation Development District voted on January 3, to approve the extension of the district's 1-percent sales tax to 2058. Ratliff said the TDD also voted to approve the Royal Street Extension Project. Ratliff also spoke to the Board about the next steps for that project.

8. Questions from the Media

None.

9. Adjourn from Regular Session

Mayor Bowman shared a series of positive comments to the Board of Aldermen from the family member of a City employee who had been away from Harrisonville for the past few years.

A motion was made by Alderman Davidson to adjourn, with a second by Alderman Zaring. Motion carried with all ayes. Meeting adjourned at 6:43 p.m.

Judy Bowman, Mayor & Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Daniel Barnett, City Clerk

Minutes Acceptance: Minutes of Jan 17, 2023 6:00 PM (Approval of Minutes)

STAFF REPORT

TO: Board of Aldermen
FROM: Jim Clarke,
DATE: February 2, 2023
SUBJECT: Railroad Spur User Agreement

Type of Item: *Approval*

A. Action Item (ID # 4425)

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A USER AGREEMENT BETWEEN THE CITY OF HARRISONVILLE AND UFP HARRISONVILLE, LLC, FOR USE OF THE CITY'S RAILROAD SPUR.

Attachments:

Staff Report - Rail Spur - User-Lease Agmt. - UFP - 2-6-23(DOC)

Rail Spur - User-Lease Agreement.FINAL 2-2-23 (DOC)

Resolution - Railroad Spur - User Agmt. - Lease Agmt. - 2-6-23 (DOCX)

Ordinance - City Rail Spur - Trsfr. Maintenance & Repair Costs of Rail Spur from City to Users - #3560 - Executed (PDF)

Harrisonville City Railroad Spur (PDF)



THE CITY OF HARRISONVILLE

WHERE TRADITION MEETS INNOVATION

5.A.a

300 E. Pearl Street, P.O. Box 367 • Tel: 816-380-8900 • Fax: 816-380-8906 • Harrisonville, MO 64701

To: Board of Aldermen
From: Jim Clarke – Economic Development Manager
Date: February 6, 2023
Re: Railroad Spur User Agreement – Lease of Track

GENERAL INFORMATION

Applicant: Jim Clarke

Requested Actions: Approval

Date of Application: February 6, 2023

PROPOSAL

To approve a User/Lease Agreement with UFP Harrisonville, LLC (fka Universal Forest Products) for the use of the City owned railroad spur and to authorize the City Administrator to execute this User/Lease Agreement.

PREVIOUS ACTIONS

Board of Aldermen passed Amended Ordinance, August 16, 2021, regarding City owned railroad spur, transferring the costs of maintenance and repairs from the City, to the railroad spur user/s. Ordinance provides authority of the City Administrator to restrict use of the City railroad spur, if needed.

Board of Aldermen authorized City Administrator to execute a User Agreement – Lease of Track.

Board of Aldermen approved the agreed upon (by City Administrator and UFP Harrisonville, LLC) purchase price of \$125,000 for the railroad spur and associated land. (email attached)

KEY ISSUES

The Board of Aldermen approved an agreed upon Purchase Price of \$125,000.

Staff and the City attorney are currently proceeding with the Quiet Title action through the Cass County Circuit Court, to proceed with the sale/purchase of the railroad spur and associated land.

The User Agreement acts to protect the City and outline allowable uses, liability, maintenance and repairs costs coverage responsible party and a rental use fee, until the sale/purchase is complete.

Attachment: Staff Report - Rail Spur - User-Lease Agmt. - UFP - 2-6-23 (Railroad Spur User Agreement)

The User Agreement – Lease of Track specifies a monthly track rental fee of \$2,616.25, payable by UFP Harrisonville, LLC, to the City of Harrisonville.

This User Agreement remains in effect, along with the monthly rental fee for use of the railroad spur, until the railroad spur and associated land are sold to UFP Harrisonville, LLC.

STAFF COMMENTS AND SUGGESTIONS

Staff has no additional comments or suggestions.

STAFF RECOMMENDATION

Staff recommends the Board of Aldermen approve the User Agreement – Lease of Track.

ATTACHMENTS

User/Lease Agreement – reviewed and agreed upon by City staff, City attorney and UFP Harrisonville, LLC

Resolution – Authorizing City Administrator to execute the User Agreement with UFP Harrisonville, LLC

Ordinance – (previously approved by the Board of Aldermen) transferring the costs of maintenance and repairs of the City railroad spur, from the City, to the users of the railroad spur

Purchase Price – Email stating the agreed upon Purchase Price by City Administrator and UFP Harrisonville, LLC of \$125,000

STAFF CONTACT:

Jim Clarke
Economic Development Manager



City-owned Railroad Spur User Agreement Lease of Track Non-Hazardous Materials

This User/Lease Agreement, made as of the ____ day of February, 2023, between the City of Harrisonville, Missouri, a Missouri Municipality (hereinafter called “City”), whose address is 300 E. Pearl St. and UFP Harrisonville, LLC (hereinafter called “Customer”), whose address is 2600 Precision Drive, Harrisonville, Missouri (City-owned Railroad Spur user facility) (the “Lease”).

The City and Customer, for the consideration hereinafter expressed, covenant and agree as follows:

1. Railroad Spur (Track) Lease: The City of Harrisonville, Missouri, leases to Customer, subject to the rights hereinafter excepted and reserved and upon the terms and conditions hereinafter set forth, enough track length to cover approximately 27 rail cars (approximately 1,755 feet based on typical car length of 65 feet), situated at or near property located in Harrisonville, County of Cass, State of Missouri (the “Spur”), as shown in Exhibit B. Nothing in this Lease shall be construed to allow Customer to sublease the Railroad Spur or to transfer or assign this Lease. Customer is prohibited from subleasing the Railroad Spur and from transferring or assigning this Lease, unless Customer obtains prior written consent from the City.

2. Use of Railroad Spur (Track): (a) Customer shall use the Railroad Spur (Track) for no purpose other than the outbound shipments of materials and inbound delivery of raw materials or work-in-progress products, or storage and inspection of rail cars owned or used by or consigned to Customer (the “Rail Cars”), pending placement of the Rail Cars onto tracks of Customer or other outbound movement.

(b) The commodities to be stored on the Track shall be limited to wood and other materials used by Customer for its business operations. Under no circumstances shall Customer store hazardous commodities on the Track. City may, but shall not be required to, permit use of the Track by Customer for non-hazardous commodities other than those described herein, and any such use shall fall under the Standard Terms and Conditions (hereinafter defined) of this Lease. Such additional permission shall be provided by the City in writing, and may be revoked by City, at any time, at its sole discretion.

Term: This Agreement will continue month to month until the railroad spur purchase agreement is finalized between Customer and City, or until terminated by Customer or City upon thirty (30) days written notice (“Term”).

3. Payment: (a) As rental for use of the Track under this Lease, Customer shall pay Two Thousand Six Hundred Sixteen Dollars and Twenty-Five Cents (\$2,616.25) per month to the City, for the use of the track.



(b) During the term of this Lease, all tax, insurance, license, repair, replacement, betterment, transportation, loading, unloading, operation and maintenance expenses and costs associated with Customer's Rail Cars, or the operation and maintenance thereof, shall be the exclusive responsibility of Customer. However, the Customer shall not be responsible for insuring the cars.

(c) During the term of this Lease, all repair, replacement and maintenance expenses and costs associated with the City's railroad spur, currently used by the Customer, shall be the exclusive responsibility of Customer.

4. Standard Terms and Conditions: The City's standard terms and conditions to this Lease ("Standard Terms and Conditions") are annexed hereto as Exhibit A and are incorporated into this Lease. The Standard Terms and Conditions apply to the City owned Track (railroad spur) leased under this Lease.

IN WITNESS WHEREOF, this Lease has been duly executed, in duplicate, by the parties hereto as of the day and year first above written.

TRACK OWNER:

CUSTOMER:

CITY OF HARRISONVILLE, MISSOURI

UFP HARRISONVILLE, LLC

By: _____

Name: **Brad Ratliff**

Its: **City Administrator**

Date:

By: _____

Name:

Its:

Date:

EXHIBIT A

STANDARD TERMS AND CONDITIONS TO LEASE OF TRACK SPACE FOR TRANSPORT OF RAW MATERIALS AND COMMODITIES OR STORAGE OF CARS

The following Standard Terms and Conditions are incorporated by reference to the User Agreement Lease of Track (the “Lease”), dated February __, 2023 by and between City of Harrisonville, Missouri (“City”) and UFP Harrisonville, LLC (“Customer”). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Lease.

1. Customer shall not at any time own or claim any right, title, or interest in or to the Track or the land thereunder or adjacent thereto, nor shall the exercise by Customer of rights under the Lease for any length of time give rise to any right, title, or interest on the part of Customer in or to the Track or the land thereunder other than the leasehold created herein.
2. City retains any rights attendant to ownership of the Track, and any other rights the City deems necessary in the future. Customer shall be the sole user of the Track.
3. With respect to the Track and any Rail Cars while they are being stored on the Track:

(A) CUSTOMER AGREES TO AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS, THE CITY OF HARRISONVILLE, HARRISONVILLE ELECTED OFFICIALS AND ALL CITY EMPLOYEES (HEREINAFTER COLLECTIVELY THE “INDEMNITEES”), FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITIES OF EVERY KIND (INCLUDING REASONABLE ATTORNEYS’ FEES, COURT COSTS AND OTHER EXPENSES RELATED THERETO) FOR INJURY TO OR DEATH OF A PERSON (INCLUDING, WITHOUT LIMITATION, EMPLOYEES OF UFP INDUSTRIES, INC.) OR FOR LOSS OF OR DAMAGE TO ANY PROPERTY TO THE EXTENT CAUSED BY THE PRESENCE OF THE RAIL CARS ON THE TRACKS AND/OR THE CONTENTS THEREOF AND/OR THE PRESENCE UPON OR USE OF THE TRACKS BY AND/OR ANY OTHER ACTIVITIES OF CUSTOMER, ITS SUBCONTRACTORS, AGENTS OR EMPLOYEES UNDER THIS LEASE EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OF THE INDEMNITEES, IN WHICH CASE THE INDEMNITEES WILL BE RESPONSIBLE THEREFOR SOLELY TO THE EXTENT CAUSED BY THE NEGLIGENCE OF THE INDEMNITEES. CUSTOMER’S INDEMNITY OBLIGATIONS IN THIS AGREEMENT SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFIT AVAILABLE UNDER WORKERS’ OR WORKMEN’S COMPENSATION ACTS, DISABILITY ACTS OR ANY OTHER EMPLOYEE BENEFITS ACT. THE CITY SHALL HAVE NO DUTY TO PAY DAMAGES UNLESS THE DEFENSES OF SOVEREIGN IMMUNITY AND GOVERNMENTAL IMMUNITY ARE INAPPLICABLE. NOTHING IN THIS SECTION SHALL REFLECT AN INTENT BY THE CITY TO WAIVE ANY DEFENSES OF SOVEREIGN AND GOVERNMENTAL IMMUNITY.

(B) IN THE EVENT OF ANY LEAKAGE, SPILLAGE OR RELEASE FROM ANY RAIL CAR ON THE TRACK, CUSTOMER SHALL PROMPTLY AND FULLY REIMBURSE, DEFEND AND INDEMNIFY THE INDEMNITEES FOR ANY COST, CHARGE, FINE, PENALTY OR REASONABLE ATTORNEY'S FEES INCURRED BY THE INDEMNITEES TO THE EXTENT CAUSED BY SUCH LEAKAGE, SPILLAGE OR RELEASE, INCLUDING COSTS TO CLEAN, NEUTRALIZE, REMOVE OR REMEDY THE RELEASE, UNLESS SUCH LEAKAGE, SPILLAGE OR RELEASE RESULTS FROM THE NEGLIGENCE OF THE INDEMNITEES, IN WHICH CASE THE INDEMNITEES WILL BE RESPONSIBLE THEREFOR SOLELY TO THE EXTENT CAUSED BY THE NEGLIGENCE OF THE INDEMNITEES.

(C) CUSTOMER SHALL ASSUME THE RISK OF LOSS AND/OR DAMAGE TO ANY RAIL CAR AND THE CONTENTS THEREOF ON THE PREMISES OR TRACK AND SHALL NOT ASSERT ANY CLAIM AGAINST THE INDEMNITEES FOR SUCH LOSS OR DAMAGE ARISING FROM ANY CAUSE WHATSOEVER, UNLESS SUCH DAMAGE OR LOSS IS CAUSED BY THE SOLE NEGLIGENCE OF INDEMNITEES.

(D) IN NO EVENT UNDER THIS LEASE WILL CUSTOMER OR THE INDEMNITEES HAVE ANY LIABILITY FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE INDEMNITIES PROVIDED IN THIS LEASE SHALL ALSO COVER ANY AND ALL FAILURE OF CUSTOMER TO TAKE ANY ACTION OR TO COMPLY WITH ANY REQUIREMENTS AS PROVIDED IN THIS LEASE. THE TERM "INDEMNITEES" AS USED IN THIS SECTION 3 SHALL INCLUDE ANY OTHER GOVERNMENTAL ENTITY, INCLUDING THE CITY, THAT MAY BE LAWFULLY OPERATING UPON AND OVER THE TRACK, OR THE TRACK CROSSING OR ADJACENT TO THE TRACK, AND THE OFFICERS, AGENTS, INVITEES AND EMPLOYEES THEREOF.

(a) Customer shall, at its expense, procure and maintain throughout the term of this Lease, and thereafter until all Rail Cars are removed from the Track, a comprehensive general form of insurance covering liability, including, but not limited to, Public Liability, Personal Injury, and Property Damage, as well as Contractual Liability in the amount of \$2,000,000 per occurrence and \$4,000,000 in the aggregate, and with a deductible no greater than the amount of insurance coverage per occurrence. Such insurance shall contain no exclusion with respect to Rail Cars in the care, custody, or control of UFP Harrisonville, LLC. Such policies shall be endorsed to provide Waiver of Subrogation in favor of the Indemnitees and the Indemnitees shall be named as Additional Insureds. An Umbrella policy may be utilized to satisfy the required limits of liability under this section.

(b) Customer shall, at its expense, procure and maintain throughout the term of this Lease, and thereafter until all Rail Cars are removed from the Track, Statutory Workers' Compensation and Employers' Liability Insurance for its employees (if any) with minimum limits of not less than \$1,000,000 Bodily Injury by Accident, Each Accident; \$1,000,000 Bodily Injury by Disease, Policy Limit; \$1,000,000 Bodily Injury by Disease, Each Employee. Such policy shall be endorsed to provide a Waiver of Subrogation in favor of the Indemnitees.

(c) Customer shall, at its expense, procure and maintain throughout the term of this Lease, and



thereafter until all Rail Cars are removed from the Track, Commercial Automobile Insurance for all owned, non-owned and hired vehicles with a combined single limit of not less than \$1,000,000 for Bodily Injury and Property Damage Liability. Such policy shall be endorsed to provide Waiver of Subrogation in favor of the Indemnitees and name the Indemnitees as Additional Insureds.

- (d) All insurance shall be placed with insurance companies licensed to do business in the state in which the Track is located, with a current Best's Insurance Guide Rating of A- and Class VIII, or better. All coverages shall be primary and non-contributory to any insurance coverages maintained by the Indemnitees. Customer shall provide with, and thereafter maintain in effect, a current Certificate of Insurance, prior to commencement of this Lease, evidencing such insurance, and such certificate of insurance must be endorsed to provide for coverage of incidents occurring within fifty (50) feet of City owned track on either side of the railroad spur center line, and any provision in the insurance policy to the contrary must be specifically deleted. Each policy shall provide that it shall not be cancelled unless at least thirty (30) days prior written notice of cancellation shall have been mailed by the insurance company to the City of Harrisonville, Missouri, at the address designated herein.
 - (f) The furnishing of insurance required by this Section 4 shall in no way limit or diminish the liability or responsibility of Customer as provided under any section of this Lease.
 - (g) If any policies providing the required coverages are written on a Claims-Made basis, the following shall apply:
 - (1) The retroactive date shall be prior to the commencement date of this Lease and shall not be advanced during the term of this Lease,
 - (2) Customer shall maintain such policies on a continuous basis, and
 - (3) If there is a change in insurer or policies are canceled or not renewed, Customer shall purchase an extended reporting period of not less than three (3) years after the termination of this Lease.
 - (4) Customer shall arrange for adequate time for reporting of any loss under this Lease.
 - (h) The above indicated insurance coverages shall be enforceable by any legitimate claimant after the termination or cancellation of this Lease, or any amendment hereto, whether by expiration of time, by operation of law or otherwise, so long as the basis of the claim against the insurance company occurred during the period of time when the Lease was in effect and the insurance was in force.
 - (i) Failure to provide the required insurance coverages or endorsements (including contractual liability endorsement) or adequate reporting time shall be at Customer's sole risk.
4. (a) Customer, in its use of the Track, shall not create or permit any condition on the Track that could present a threat to human health or to the environment. Customer shall, at all times, be in full compliance with all Environmental Laws, present or future, set by any Authority, including but not limited to, Environmental Laws concerning air quality, water quality (surface or underground), noise, hazardous substances and hazardous waste(s). If any condition on the Track could present a threat to



human health or to the environment, Customer shall timely notify the City, in writing, of the condition and the Customer's plan to remediate the condition expeditiously.

(b) Should any discharge, leakage, spillage, emission or pollution of any type occur or arise from the Track to the extent caused by Customer's presence, use, operations or exercise of the rights granted hereunder, Customer shall immediately notify and shall, at Customer's expense, be obligated to clean all property affected thereby, whether owned or controlled by the City of Harrisonville, Missouri, or any third persons, to the satisfaction of (insofar as the property owned or controlled by is concerned) and any governmental body having jurisdiction in the matter. The City of Harrisonville, Missouri, may, at its option, clean the property; if it elects to do so, Customer shall pay the reasonable cost of such cleanup promptly upon the receipt of a bill therefor.

(c) CUSTOMER AGREES TO RELEASE, INDEMNIFY AND DEFEND THE INDEMNITEES FROM AND AGAINST ALL LIABILITY, COST AND EXPENSE (INCLUDING, WITHOUT LIMITATION, ANY FINES, PENALTIES, JUDGMENTS, LITIGATION COSTS AND ATTORNEY FEES) INCURRED BY THE INDEMNITEES TO THE EXTENT CAUSED BY CUSTOMER'S BREACH OF THIS SECTION, EXCEPT TO THE EXTENT ANY SUCH LIABILITIES, COSTS AND EXPENSES ARE CAUSED BY THE NEGLIGENCE OF THE INDEMNITEES.

5. Customer acknowledges that during the period of time that Rail Cars have been placed on the Track for storage until they are coupled up for outbound movement, shall not be, and Customer shall not assert that is, a common carrier, bailee or warehouseman with respect to such Rail Cars or the contents thereof. Customer further acknowledges and agrees that during such storage period will not and has no duty or obligation under this Lease or otherwise to provide security for the Rail Cars or the contents thereof against acts or omissions of third parties (including trespassers) or against Acts of God. Customer agrees to develop, implement and maintain any safety or security plans and measures required by governmental authority or otherwise prudent to safeguard the Rail Cars and their contents while stored on the Track.
6. In exercising its rights under this Lease, Customer shall adopt and enforce suitable industry standard safety rules and regulations for the protection of the public and Customer employees and others if and when Customer's employees are in or on the stored cars or on or near the Track, and will require Customer employees and others to notify, by proper signals or flags, the employees of track owner (City of Harrisonville, Missouri) that they are in or on cars or on or near the Track.
7. If Customer fails to keep and perform any of its obligations under this Lease, including, without limitation, timely payment of rental, then the City of Harrisonville, Missouri, may terminate this Lease immediately upon written notice to Customer. This Lease also may be terminated at any time by either party by serving thirty (30) days written notice of termination upon the other party, stating therein the date that such termination shall take place. No termination hereof shall release Customer from any liability or obligation hereunder, whether of indemnity or otherwise. Upon termination of this Lease, Customer shall immediately vacate the Track and immediately cease track use. If Customer fails to vacate and cease use immediately, Customer shall be charged standard demurrage according to the applicable tariff rates then in effect.



8. In the event either party is unable, due to natural disaster, strike or labor unrest, to fulfill its obligations under this Lease, it shall be excused therefrom without penalty until the natural disaster has abated, or for the duration of the strike or labor unrest.
9. All notices to be given hereunder shall be given in writing, by depositing same in the United States mail, or other acceptable mailing service, with postage prepaid, and addressed to the City of Harrisonville, Missouri, or Customer, as the case may be, at the address identified above.
10. In the event that Customer embraces two or more persons, corporations, or entities, all the covenants and agreements of Customer shall be the joint and several covenants and agreements of such persons, corporations, or entities.
11. The Customer represents and warrants that it has the authority and legal right to enter into this Lease and to perform the obligations required of it hereunder, and this Lease and any document or instrument to be executed and delivered by each to the other pursuant hereto has been duly (or will be prior to delivery) authorized, executed and delivered.
12. All the covenants and provisions of this Lease shall be binding upon the legal representatives, successors and permitted assigns of Customer. No assignment by Customer shall be binding upon, without the prior written consent of the City of Harrisonville, Missouri, in each instance, which consent may be withheld in the City of Harrisonville, Missouri's, absolute discretion. This Lease shall inure to the benefit of the successors and assigns of the City of Harrisonville, Missouri.
13. All questions arising under this Lease shall be decided according to the laws of the State of Missouri, and venue for any and all disputes arising out of this Lease shall be the district court of Cass County, Missouri.
14. To the maximum extent possible, each provision of this Lease shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Lease shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this Lease.
15. The waiver by the City of Harrisonville, Missouri, of the breach of any provision herein by Customer shall in no way impair the right of the City of Harrisonville, Missouri, to enforce that provision for any subsequent breach thereof.
16. This Lease is the full and complete agreement between City and Customer with respect to all matters relating to the Track and supersedes all other agreements between the parties hereto relating to the Track and may not be modified without the written consent of all Parties and has been executed by the authorized officials of the Parties.
17. This Lease does not constitute permission for Customer's employees or agents, or any other person, to enter upon the premises of the City. Customer shall seek permission from the City to enter the City's premises as may be necessary by Customer and such permission shall not be unreasonably withheld.

EXHIBIT B



Attachment: Rail Spur - User-Lease Agreement.FINAL 2-2-23 (Railroad Spur User Agreement)

Council Bill No. 2023-?????**Resolution No. 2023-?????**

**A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF
HARRISONVILLE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A
USER AGREEMENT BETWEEN THE CITY OF HARRISONVILLE AND UFP
HARRISONVILLE, LLC, FOR USE OF THE CITY'S RAILROAD SPUR.**

WHEREAS, on August 16, 2021, the Harrisonville Board of Aldermen voted unanimously to pass Ordinance 3560, regarding establishing responsibility and cost coverage of maintenance and repairs of a City owned railroad spur, from the City to the user(s) of the railroad spur; and

WHEREAS, pursuant to sections four (4) and five (5) of said ordinance, the City of Harrisonville will execute a User Agreement between the City of Harrisonville and each user of its railroad spur; and

WHEREAS, City staff have written and presented a User Agreement for approval by the Board of Aldermen of the City of Harrisonville.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE
CITY OF HARRISONVILLE, MISSOURI, AS FOLLOWS:**

Section 1: The Board of Aldermen authorize the City Administrator to execute a User Agreement between the City of Harrisonville and UFP Harrisonville, LLC, for use of the City's railroad spur.

Section 2: Effective Date. This resolution shall become effective upon approval and passage by the Board of Aldermen.

PASSED AND RESOLVED BY THE BOARD OF ALDERMEN AND APPROVED BY THE MAYOR OF THE CITY OF HARRISONVILLE, MISSOURI, ON THIS 6TH DAY OF FEBRUARY 2023.

VOTE TAKEN AS FOLLOWS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Judy Bowman, Mayor and Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Daniel Barnett, City Clerk

WITNESS my hand and seal this 6th day of February 2023.

Council Bill No. 2021-070**Ordinance No. 3560**

**AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF
HARRISONVILLE ESTABLISHING RESPONSIBILITY AND COST COVERAGE OF
MAINTENANCE AND REPAIRS OF CITY OWNED RAILROAD SPUR, FROM THE
CITY, TO THE USER(S) OF THE RAILROAD SPUR.**

WHEREAS, the City has met its commitment to secure a \$250,000 Grant from the Missouri Department of Economic Development Community Development Block Grant division;

WHEREAS, the City used the \$250,000 Grant funds to install a railroad spur to benefit Universal Forest Products, Inc.;

WHEREAS, the City complied with the Department of Housing and Urban Development (HUD) regulations Section 570.505 Use of real property;

WHEREAS, the City met its obligation with the Community Development Block Grant Program, as stated in a letter from the Missouri Department of Economic Development, dated July 29, 2020, addressed to Mayor Judy Bowman; and

WHEREAS, the City does not use the railroad spur; hence, does not cause wear on the railroad spur;

WHEREAS, the City desires to enter into User Agreements with those individuals and entities that currently, and in the future, use the railroad spur.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI AS FOLLOWS:

Section 1: That the City of Harrisonville, as owner of the railroad spur, will maintain and repair the railroad spur, as necessary, at the user's expense.

Section 2: That the City of Harrisonville, as owner of the railroad spur, has the authority to restrict use of its railroad spur.

Section 3: That the City's ownership of said railroad spur extends from the point it leaves the right-of-way of the Missouri and Northern Arkansas Railroad, westerly until it leaves the right-of-way of Precision Drive and enters private property owned by Universal Forest Product, Inc. The approximate length of the City's railroad spur is 1,680 feet (staff is verifying length with a measurement).

Section 4: That the City of Harrisonville, will execute a User Agreement between the City of Harrisonville and each user of its railroad spur. Each User Agreement will cover liability, ownership and the responsible party for railroad spur maintenance and repair.

Section 5: That each User Agreement will specify the required Annual Maintenance Fee amount, of each railroad spur user, to maintain and repair the City owned railroad spur, for their use. The amount of the Annual Maintenance Fee will be determined solely by the City. The City will use actual maintenance and repair costs incurred over the life of this railroad spur, along with railroad industry standards, to determine the Annual Maintenance Fee for each and every user.

Section 6: The City Administrator is hereby authorized to close or restrict use of the railroad spur and notify the railroad company if a user does not sign the User Agreement and/or fails to make timely payments as required by the User Agreement.

Section 7: That this ordinance shall become effective immediately upon its passage and approval.

READ FOR THE FIRST TIME BY TITLE ONLY ON THE 16TH DAY OF AUGUST 2021 AND WAS READ FOR A SECOND TIME BY TITLE ONLY ON THE 16TH DAY OF AUGUST 2021 AND PASSED BY THE BOARD OF ALDERMEN THIS 16TH DAY OF AUGUST 2021.

VOTE TAKEN AS FOLLOWS:

AYES: Davidson, Doerhoff, Franklin, Mills, Milner, Reece, Turner, Zaring

NAYS:

ABSENT:

ABSTAIN:


Judy Bowman, Mayor and Ex-Officio
Chairman of the Board of Aldermen

ATTEST:



Daniel Barnett, City Clerk

WITNESS my hand and seal this 16th day of August 2021.

Theresa West

From: Jim Clarke
Sent: Friday, October 28, 2022 12:55 PM
To: Chuck King
Cc: Marina McKisson
Subject: RE: Harrisonville - City Railroad Spur

Chuck,

I thoroughly enjoyed our time together as well and I sincerely appreciate you reaching out to meet and connect at IAMC.

The City Administrator is good with your \$125,000 offer. He requested I share with you, that UFP will cover all closing costs. Staff will need to present to the Board of Aldermen for final approval. Staff intends to present to the Board of Aldermen at their November 7 meeting.

Thanks and have a good weekend,

Jim

Jim Clarke, CEcD
 Economic Development Director
 300 E. Pearl St.
 Harrisonville, Mo. 64701
 816-380-8973 Direct



From: Chuck King <chuck.king@ufpi.com>
Sent: Friday, October 28, 2022 12:30 PM
To: Jim Clarke <jclarke@harrisonville.com>
Cc: Marina McKisson <Marina.McKisson@ufpi.com>
Subject: RE: Harrisonville - City Railroad Spur

Jim, I really enjoyed our time together and the entire Forum experience.

In response to your counteroffer, I would like to respond by offering \$125,000 for the rail line.

The transaction would be a cash purchase. I am not confident we can hit the close by year-end, but we will make our best effort.

Please discuss with your team. I look forward to hearing from you soon. Thanks

Chuck King

Cell: 616.560.3330

Office: 616.365.1521



From: Jim Clarke <jclarke@harrisonville.com>

Sent: Wednesday, October 26, 2022 12:39 AM

To: Chuck King <chuck.king@ufpi.com>

Subject: Harrisonville - City Railroad Spur

Hello, Chuck,

Great to meet you and connect at IAMC this week. Thanks for reaching out.

Please see attached letter, dated October 24, 2022, outlining the City's intent and direction with the City's railroad spur and future use and maintenance.

The City desires to coordinate this effort with you, for the benefit of all parties, the citizens, the City and UFP Industries.

I look forward to working with you on this matter.

My best,

Jim

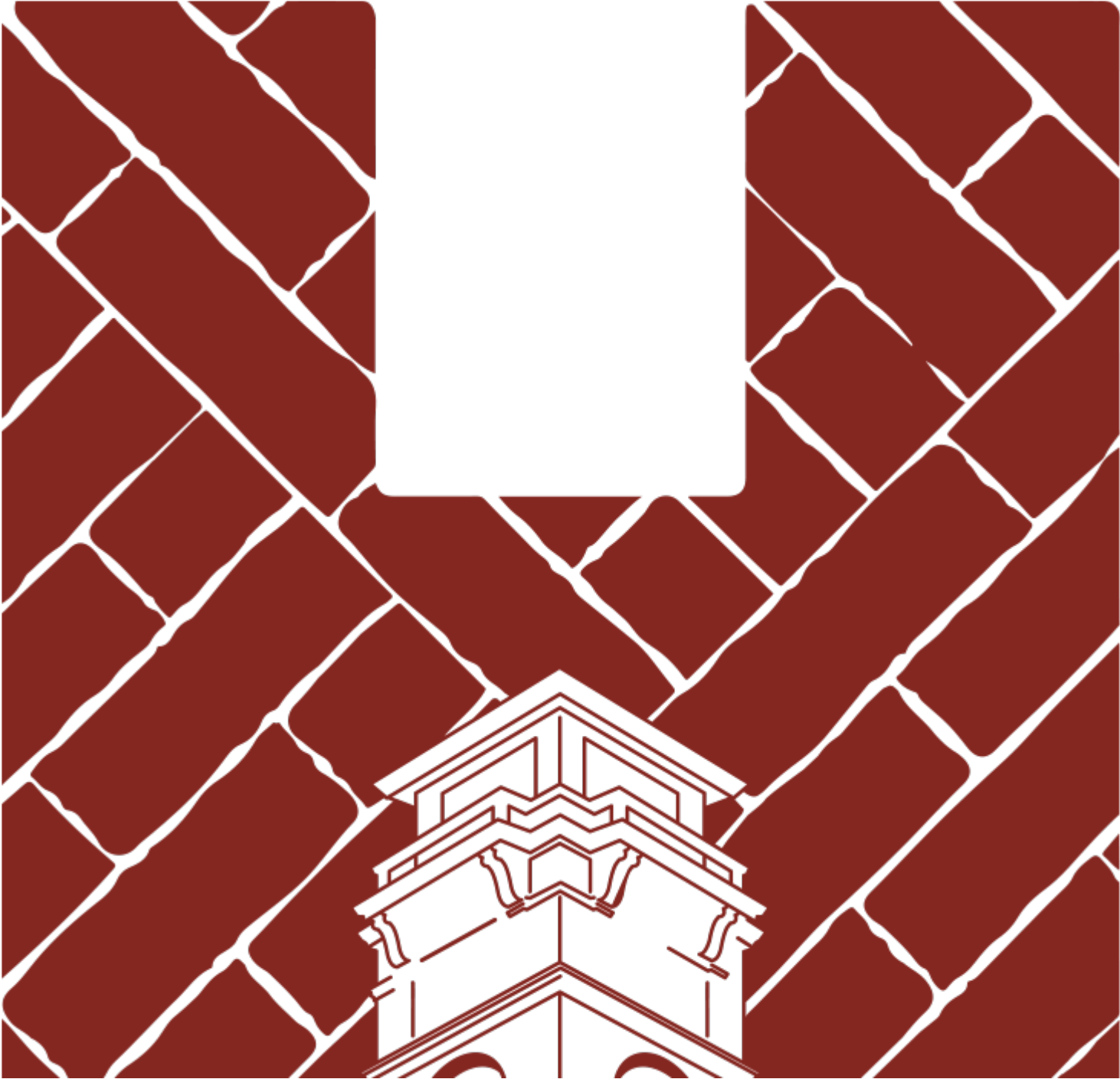
Jim Clarke, CEcD

Economic Development Director

300 E. Pearl St.

Harrisonville, Mo. 64701

816-380-8973 Direct





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This is an email from outside your organization.

Attachment: Harrisonville City Railroad Spur (Railroad Spur User Agreement)

STAFF REPORT

TO: Board of Aldermen
FROM: Christina Stanton,
DATE: January 30, 2023
SUBJECT: Zoning Code Changes Pertaining to Amendment 3 - PUBLIC HEARING

Type of Item: *Public Hearing*

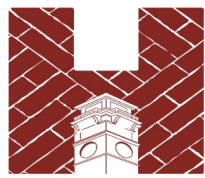
B. Action Item (ID # 4423)

AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI AMENDING SECTIONS 405.030.B AND 405.573 OF THE HARRISONVILLE MUNICIPAL CODE AND ESTABLISHING AN EFFECTIVE DATE.

Attachments:

Amendment 3 BOA 2-6-23 Packet (PDF)

Amendment 3 Z Ordinance (DOCX)



To: Board of Aldermen
From: Christina Stanton, AICP, Community Development Director
Date: February 6, 2023
Re: Zoning Code Changes Pertaining to Medical and Adult Use Marijuana

GENERAL INFORMATION

Applicant: N/A

Requested Actions: Consideration of proposed Code changes

Date of Application: N/A

PROPOSAL

Municipal Code changes pertaining to medical and adult use marijuana subject to Amendment 3:

- **Adding definitions to Section 405.030.B**
 - Comprehensive Facility
 - Comprehensive Marijuana Cultivation Facility
 - Comprehensive Marijuana Dispensary Facility
 - Comprehensive Marijuana-Infused Products Manufacturing Facility
 - Marijuana Facility
 - Marijuana Microbusiness Facility
 - Microbusiness Dispensary Facility
 - Microbusiness Wholesale Facility
 - Preroll
- **Amending some definitions in Section 405.030.B**
 - Marijuana or Marihuana
 - Marijuana-Infused Products
 - Medical Marijuana Cultivation Facility
 - Medical Marijuana Dispensary Facility
 - Medical Marijuana-Infused Products Manufacturing Facility
 - Marijuana Testing Facility
 - Medical Marijuana Use
- **Amending Section 405.573—Standards for Medical Marijuana Uses to encompass both medical and non-medical**
- **Amending Land Use Table to encompass both medical and non-medical marijuana uses**

PREVIOUS ACTIONS

- No previous formal actions to these Sections of the Code based upon Amendment 3.
- Section 405.573 was created by Ordinance No. 3469 approved by the Board of Aldermen on June 17, 2019.

- **January 3, 2023**—The Board of Aldermen discussed the proposed changes in a work session and recommended staff move forward with the Code changes.
- **January 19, 2023**—The Planning & Zoning Commission recommended approval to the Board of Aldermen.

KEY ISSUES

- Currently the Zoning Regulations only cover medical marijuana uses.
- With the passage of Amendment 3, the Zoning Regulations need to be updated to cover non-medical uses as well.

ATTACHMENTS

1. Staff Commentary and Mark-ups
2. Clean Copy of Code Changes
3. Land Use Table Mark-ups
4. Clean Copy of Land Use Table

STAFF CONTACT: Christina Stanton, AICP—Director of Community Development



Existing Municipal Code in black.

Removals in red.

Additions in green.

Highlights = Discussion.

CS commentary in blue.

Staff Commentary

The changes being proposed are being done in response to the approved Amendment 3. Staff and Legal have reviewed the changes to Article XIV of the Missouri State Constitution and reviewed other summary documentation and ordinances from other communities. The changes reflected below are specific to the definitions in the Zoning Regulations and changes to marijuana uses under the Supplementary Regulations of the Land Use Article in the City's Code of Ordinances.

Section 405.030.B Definitions and Rules of Construction.

[Ord. No. 1825, 5-13-1991; Ord. No. 2504 §1, 6-8-1998; Ord. No. 3107 §§1 — 2, 10-19-2009]

Comprehensive Facility

A comprehensive marijuana cultivation facility, comprehensive marijuana dispensary facility, or a comprehensive marijuana-infused products manufacturing facility.

Comprehensive Marijuana Cultivation Facility

A facility licensed by the State of Missouri Department of Health and Senior Services to acquire, cultivate, process, package, store on site or off site, transport to or from, and sell marijuana, marijuana seeds, marijuana vegetative cuttings (also known as clones) to a medical facility, comprehensive facility, or marijuana testing facility. A comprehensive marijuana cultivation facility need not segregate or account for its marijuana products as either non-medical marijuana or medical marijuana. A comprehensive marijuana cultivation facility's authority to process marijuana shall include the creation of prerolls, but shall not include the manufacture of marijuana-infused products.

Comprehensive Marijuana Dispensary Facility

A facility licensed by the State of Missouri Department of Health and Senior Services to acquire, process, package, store on site or off site, sell, transport to or from, and deliver marijuana, marijuana seeds, marijuana vegetative cuttings (also known as clones), marijuana-infused products, and drug paraphernalia used to administer marijuana as provided for in Section 2, Article XIV of the Missouri State Constitution to a qualifying patient or primary caregiver, as those terms are defined in Section 1, or to a consumer, anywhere on the licensed property or to any address as directed by the patient, primary caregiver, or consumer and consistent with the limitations of said Article and as otherwise allowed by law, to a comprehensive facility, a marijuana testing facility, or a medical facility. Comprehensive dispensary facilities may receive transaction orders at the dispensary directly from the consumer in person, by phone, or via the internet, including from a third party. A comprehensive marijuana dispensary facility need not segregate or account for its marijuana products as either non-medical marijuana or medical marijuana, but shall collect all appropriate tangible personal property sales tax for each sale, as set forth in said Article and provided for by general or local law. A comprehensive marijuana dispensary facility's authority to process marijuana shall include the creation of prerolls.

Comprehensive Marijuana-Infused Products Manufacturing Facility

A facility licensed by the State of Missouri Department of Health and Senior Services to acquire, process, package, store, manufacture, transport to or from a medical facility, comprehensive facility, or marijuana testing facility, and sell marijuana-infused products, prerolls, and infused prerolls to a marijuana dispensary facility, a marijuana testing facility, or another marijuana-infused products manufacturing facility. A comprehensive marijuana-infused products manufacturing facility need not segregate or account for its marijuana products as either non-medical marijuana or medical marijuana.

Marijuana or Marihuana

Means Cannabis Indica, Cannabis sativa, and Cannabis ruderalis, hybrids of such species, and any other strains commonly understood within the scientific community to constitute marijuana, as well as seed thereof and resin extracted from the marijuana plant and marijuana-infused products. Marijuana does not include industrial hemp containing a crop-wide average tetrahydrocannabinol concentration that does not exceed three-tenths of one percent (3/10 of 1%) on a dry weight basis, as defined by Missouri statute, or commodities or products manufactured from industrial hemp.

Marijuana Facility

A medical marijuana facility or a comprehensive facility as that term is defined by Section 2, Article XIV of the Missouri State Constitution.

Marijuana-Infused Products

Products that are infused, dipped, coated, sprayed, or mixed with marijuana or an extract thereof and are intended for use or consumption other than by smoking, including, but not limited to, products that are able to be vaporized or smoked, edible products, ingestible products, topical products, suppositories, and infused prerolls edible products, ointments, tinctures and concentrates.

Marijuana Microbusiness Facility

A facility licensed by the State of Missouri Department of Health and Senior Services as a microbusiness dispensary facility or microbusiness wholesale facility.

Microbusiness Dispensary Facility

A facility licensed by the State of Missouri Department of Health and Senior Services to acquire, process, package, store on site and off site, sell, transport to or from, and deliver marijuana, marijuana seeds, marijuana vegetative cuttings (also known as clones), marijuana-infused products, and drug paraphernalia used to administer marijuana as provided for in this section to a consumer, qualifying patient, as that term is used in Section 1 of Article XIV of the Missouri State Constitution, or primary caregiver, as defined in said Section 1, anywhere on the licensed property or to any address as directed by the consumer, qualifying patient, or primary caregiver and, consistent with the limitations of said Article and as otherwise allowed by law, a microbusiness wholesale facility, or a marijuana testing facility. Microbusiness dispensary facilities may receive transaction orders at the dispensary directly from the consumer in person, by phone, or via the internet, including from a third party. A microbusiness dispensary facility's authority to process marijuana shall include the creation of prerolls.

Microbusiness Wholesale Facility

A facility licensed by the State of Missouri Department of Health and Senior Services to acquire, cultivate, process, package, store on site or off site, manufacture, transport to or from, deliver, and sell marijuana, marijuana seeds, marijuana vegetative cuttings (also known as clones), and marijuana infused products to a microbusiness dispensary facility, other microbusiness wholesale facility, or marijuana testing facility. A microbusiness wholesale facility may cultivate up to 250 flowering marijuana plants at any given time. A microbusiness wholesale facility's authority to process marijuana shall include the creation of prerolls and infused prerolls.

Medical Marijuana Cultivation Facility

A facility licensed by the State of Missouri Department of Health and Senior Services to acquire, cultivate, process, package, store on site or off site, transport to or from, and sell marijuana, marijuana seeds, marijuana vegetative cuttings (also known as clones) to a Medical Marijuana Dispensary Facility, Medical Marijuana Testing Facility, Medical

Marijuana Cultivation Facility, or a **Medical Marijuana-Infused Products Manufacturing Facility**. A medical marijuana cultivation facility's authority to process marijuana shall include the production and sale of prerolls, but shall not include the manufacture of marijuana-infused products.

Medical Marijuana Dispensary Facility

A facility licensed by the State of Missouri **Department of Health and Senior Services** to acquire, **process, package, store on site or off site**, sell, transport to or from, and deliver marijuana, **marijuana seeds, marijuana vegetative cuttings (also known as clones), marijuana-infused products, and drug paraphernalia** used to administer marijuana to a Qualifying Patient, a Primary Caregiver, **anywhere on the licensed property or to any address as directed by the patient or primary caregiver, so long as the address is a location allowing for the legal possession of marijuana, another licensed Dispensary Facility, a licensed Testing Facility, a medical marijuana cultivation facility, or a licensed Manufacturing Facility**. Dispensary facilities may receive transaction orders at the dispensary in person, by phone, or via the internet, including from a third party. A medical marijuana dispensary facility's authority to process marijuana shall include the production and sale of prerolls, but shall not include the manufacture of marijuana-infused products.

Medical Marijuana-Infused Products Manufacturing Facility

A facility licensed by the State of Missouri **Department of Health and Senior Services** to acquire, **process, package, store on site or off site**, manufacture, transport to or from, and sell marijuana-infused products to a Medical Marijuana Dispensary Facility, a **Medical Marijuana Testing Facility, a Medical Marijuana Cultivation Facility**, or to another Medical Marijuana-Infused Products Manufacturing Facility.

Medical Marijuana Testing Facility

A facility certified by the State of Missouri **Department of Health and Senior Services** to acquire, test, certify, and transport marijuana, **including those originally licensed as a medical marijuana testing facility**.

Medical Marijuana Use

A "Medical Marijuana Cultivation Facility", a "Medical Marijuana Dispensary Facility", a "Medical Marijuana-Infused Products Manufacturing Facility", and a "**Medical Marijuana Testing Facility**" as defined in Section 405.030.

Preroll

A consumable or smokable marijuana product, generally consisting of: (1) a wrap or paper and (2) dried flower, buds, and/or plant material. Prerolls may or may not include a filter or crutch at the base of the product.

Then Existing

Any school, child daycare center, or church with a written building permit from the City to be constructed, or under construction, or completed and in use at the time the **Medical Marijuana Dispensary** first applies for either zoning or a building permit, whichever comes first.

Section 405.573 Standards for Medical Marijuana Uses.

[Ord. No. 3469, 6-17-2019]

A. General. The following requirements apply to all marijuana uses, as defined in this Chapter.

1. No building shall be constructed, altered, or used for a **Medical Marijuana Use** without complying with the following regulations.

21. Buffer Requirement. No new cultivation, infused products manufacturing, dispensary, or testing facility shall be sited, at the time of application for license or for local zoning approval, whichever is earlier, within one thousand (1,000) feet of any then existing elementary or secondary school, daycare, or church.

a. In the case of a freestanding facility, the distance between the facility and the school, daycare, or church shall be measured from the property line of an external cultivation facility or external wall of the other facility structures closest in proximity to the school, daycare, or church to the closest point of the property line of the school, daycare, or church. If the school, daycare, or church is part of a larger structure, such as an office building or strip mall, the distance shall be measured to the entrance or exit of the school, daycare, or church closest in proximity to the facility.

b. In the case of a facility that is part of a larger structure, such as an office building or strip mall, the distance between the facility and the school, daycare, or church shall be measured from the property line of the school, daycare, or church to the facility's entrance or exit closest in proximity to the school, daycare, or church. If the school, daycare, or church is part of a larger structure, such as an office building or strip mall, the distance shall be measured to the entrance or exit of the school, daycare, or church closest in proximity to the facility.

c. Measurements shall be made along the shortest path between the demarcation points that can be lawfully traveled by foot.

32. Outdoor Operations Or Storage Prohibited — Exception. Except for outdoor **Medical Marijuana Cultivation Facilities**, the operations and all storage of materials, products, or equipment for all other **Medical Marijuana businesses** shall be within a fully enclosed building.

43. On-Site Usage Prohibited. No marijuana may be smoked, ingested, or otherwise consumed on the premises of a **Medical Marijuana Use Facility**.

54. Hours Of Operation. All **Medical Marijuana Use Facilities** shall be closed to the public, no persons not employed by the business shall be on the premises, and no sales or distribution of marijuana shall occur upon the premises or by delivery from the premises between the hours of 10:00 p.m. and 8:00 am.

65. Display Of Licenses Required. The **medical** marijuana license issued by the State of Missouri **and the City issued business license** shall be displayed in an open and conspicuous place on the premises.

76. Residential Dwelling Units Prohibited. No **Medical Marijuana business** shall be located in a building that contains a residence.

87. Ventilation Required. All **medical** marijuana uses shall install and operate a ventilation system that will prevent any odor of marijuana from leaving the premises of the business and place of home cultivation. No odors shall be detectable by a person with a normal

sense of smell outside the boundary of the parcel on which the facility or place of home cultivation is located.

98. Site Plan Review Required. A site plan shall be submitted for review and approval by the Community Development Department. The site plan shall show distances between the **Medical** Marijuana business and the nearest school, church or licensed child daycare facility, as set forth in Subsection **(A)(1)** of this Section.

109. Construction Permits Required. All new work, remodeling, alterations, additions and any mechanical, electrical or plumbing work requires a building permit to be applied for as required under Chapter **500** of the Municipal Code.

B. Dispensaries

1. Any Marijuana Dispensary shall require any customer to display the customers permit card from the Department of Health and Senior Services or other proof of eligibility at the time of each purchase.

2. No person under the age of eighteen years old shall be allowed into a Medical Marijuana Dispensary; except that a Qualifying Patient who is under the age of eighteen years but who has been emancipated by a court order under a Qualifying Patient, under the age of eighteen years when accompanied by the Qualifying Patient's parent or guardian.

3. Each marijuana dispensary shall be operated from a permanent and fixed location. No marijuana dispensary shall be permitted to operate from a moveable, mobile, or transitory location. This subsection shall not prevent the physical delivery of marijuana to a customer, patient or the patient's primary caregiver at a location off of the premises of the permittee's marijuana dispensary, to the extent so allowed by law, if:

- a. the marijuana was lawfully purchased;
- b. the marijuana is delivered only by the permittee or an employee of the permittee;
- c. the marijuana is delivered only by the use of a motor vehicle, bicycle, or other lawful means of transportation; marijuana may not be delivered by drone or any remotely operated vehicle, or by any self-navigating vehicle unless a human occupies such self-navigating vehicle.

4. Paraphenalia designed or intended for use in consuming marijuana may be sold at a marijuana dispensary.

5. A Marijuana Dispensary shall provide adequate security on the premises of the marijuana dispensary including, but not limited to, the following:

a. Security surveillance cameras installed to monitor the main entrance along with the interior and exterior of the premises to discourage and to facilitate the reporting of criminal acts and nuisance activities occurring at the premises. Security video shall be preserved for at least 72 hours by the permittee;

b. Alarm systems which are professionally monitored and maintained in good working conditions;

c. A locking safe permanently affixed to the premises, or a locked secure storage room, that is suitable for storage of all of the saleable inventory of marijuana if marijuana is to be stored overnight on the premises; and

d. Exterior lighting that illuminates the exterior walls of the business and is compliant with the City Code.

C. Offsite Storage Facilities. Marijuana Dispensaries may operate an Offsite Storage Facility for storage of products and inventory. A single Offsite Storage Facility may only be used by a single Entity licensed as a Marijuana Dispensary. An Offsite Storage Facility shall not be open to the public. An Offsite Storage Facility shall comply with the same requirements of a dispensary in regard to location, security, and odor control.

D. Marijuana-Infused Products Manufacturing Facility

1. No permit shall be issued or renewed for a Marijuana-Infused Products Manufacturing Facility that does not meet the standards of this section and any related requirements under Missouri law.

2. Outdoor Operations or Storage. All operations and all storage of materials, products, or equipment shall be within a fully secured area inside the building structure or outdoors on the property in an area fully enclosed by a fence with razor wire at least ten (10) feet in height, not including the razor wire or such other alternative security measures approved by the Board of Aldermen.

E. Marijuana Cultivation and Testing Facilities

1. No permit shall be issued or renewed for a Marijuana Cultivation or Testing Facility that does not meet the standards of this section and any related requirements under Missouri law.

2. Outdoor Operations or Storage. All operations and all storage of materials, products, or equipment shall be within a fully secured area inside the building structure or outdoors on the property in an area fully enclosed by a fence with razor wire at least ten (10) feet in height, not including the razor wire or such other alternative security measures approved by the Board of Aldermen.



Section 405.030.B Definitions and Rules of Construction.

[Ord. No. 1825, 5-13-1991; Ord. No. 2504 §1, 6-8-1998; Ord. No. 3107 §§1 — 2, 10-19-2009]

Comprehensive Facility

A comprehensive marijuana cultivation facility, comprehensive marijuana dispensary facility, or a comprehensive marijuana-infused products manufacturing facility.

Comprehensive Marijuana Cultivation Facility

A facility licensed by the State of Missouri Department of Health and Senior Services to acquire, cultivate, process, package, store on site or off site, transport to or from, and sell marijuana, marijuana seeds, marijuana vegetative cuttings (also known as clones) to a medical facility, comprehensive facility, or marijuana testing facility. A comprehensive marijuana cultivation facility need not segregate or account for its marijuana products as either non-medical marijuana or medical marijuana. A comprehensive marijuana cultivation facility's authority to process marijuana shall include the creation of prerolls, but shall not include the manufacture of marijuana-infused products.

Comprehensive Marijuana Dispensary Facility

A facility licensed by the State of Missouri Department of Health and Senior Services to acquire, process, package, store on site or off site, sell, transport to or from, and deliver marijuana, marijuana seeds, marijuana vegetative cuttings (also known as clones), marijuana-infused products, and drug paraphernalia used to administer marijuana as provided for in Section 2, Article XIV of the Missouri State Constitution to a qualifying patient or primary caregiver, as those terms are defined in Section 1, or to a consumer, anywhere on the licensed property or to any address as directed by the patient, primary caregiver, or consumer and consistent with the limitations of said Article and as otherwise allowed by law, to a comprehensive facility, a marijuana testing facility, or a medical facility. Comprehensive dispensary facilities may receive transaction orders at the dispensary directly from the consumer in person, by phone, or via the internet, including from a third party. A comprehensive marijuana dispensary facility need not segregate or account for its marijuana products as either non-medical marijuana or medical marijuana, but shall collect all appropriate tangible personal property sales tax for each sale, as set forth in said Article and provided for by general or local law. A comprehensive marijuana dispensary facility's authority to process marijuana shall include the creation of prerolls.

Comprehensive Marijuana-Infused Products Manufacturing Facility

A facility licensed by the State of Missouri Department of Health and Senior Services to acquire, process, package, store, manufacture, transport to or from a medical facility, comprehensive facility, or marijuana testing facility, and sell marijuana-infused products, prerolls, and infused prerolls to a marijuana dispensary facility, a marijuana testing facility, or another marijuana-infused products manufacturing facility. A comprehensive marijuana-infused products manufacturing facility need not segregate or account for its marijuana products as either non-medical marijuana or medical marijuana.

Marijuana or Marihuana

Means Cannabis Indica, Cannabis sativa, and Cannabis ruderalis, hybrids of such species, and any other strains commonly understood within the scientific community to constitute marijuana, as well as seed thereof and resin extracted from the marijuana plant and marijuana-infused products. Marijuana does not include industrial hemp, as defined by Missouri statute, or commodities or products manufactured from industrial hemp.

Marijuana Facility

A medical marijuana facility or a comprehensive facility as that term is defined by Section 2, Article XIV of the Missouri State Constitution.

Marijuana-Infused Products

Products that are infused, dipped, coated, sprayed, or mixed with marijuana or an extract thereof, including, but not limited to, products that are able to be vaporized or smoked, edible products, ingestible products, topical products, suppositories, and infused prerolls.

Marijuana Microbusiness Facility

A facility licensed by the State of Missouri Department of Health and Senior Services as a microbusiness dispensary facility or microbusiness wholesale facility.

Microbusiness Dispensary Facility

A facility licensed by the State of Missouri Department of Health and Senior Services to acquire, process, package, store on site and off site, sell, transport to or from, and deliver marijuana, marijuana seeds, marijuana vegetative cuttings (also known as clones), marijuana-infused products, and drug paraphernalia used to administer marijuana as provided for in this section to a consumer, qualifying patient, as that term is used in Section 1 of Article XIV of the Missouri State Constitution, or primary caregiver, as defined in said Section 1, anywhere on the licensed property or to any address as directed by the consumer, qualifying patient, or primary caregiver and, consistent with the limitations of said Article and as otherwise allowed by law, a microbusiness wholesale facility, or a marijuana testing facility. Microbusiness dispensary facilities may receive transaction orders at the dispensary directly from the consumer in person, by phone, or via the internet, including from a third party. A microbusiness dispensary facility's authority to process marijuana shall include the creation of prerolls.

Microbusiness Wholesale Facility

A facility licensed by the State of Missouri Department of Health and Senior Services to acquire, cultivate, process, package, store on site or off site, manufacture, transport to or from, deliver, and sell marijuana, marijuana seeds, marijuana vegetative cuttings (also known as clones), and marijuana infused products to a microbusiness dispensary facility, other microbusiness wholesale facility, or marijuana testing facility. A microbusiness wholesale facility may cultivate up to 250 flowering marijuana plants at any given time. A microbusiness wholesale facility's authority to process marijuana shall include the creation of prerolls and infused prerolls.

Medical Marijuana Cultivation Facility

A facility licensed by the State of Missouri Department of Health and Senior Services to acquire, cultivate, process, package, store on site or off site, transport to or from, and sell marijuana, marijuana seeds, marijuana vegetative cuttings (also known as clones) to a Medical Marijuana Dispensary Facility, Medical Marijuana Testing Facility, Medical Marijuana Cultivation Facility, or a Medical Marijuana-Infused Products Manufacturing Facility. A medical marijuana cultivation facility's authority to process marijuana shall include the production and sale of prerolls, but shall not include the manufacture of marijuana-infused products.

Medical Marijuana Dispensary Facility

A facility licensed by the State of Missouri Department of Health and Senior Services to acquire, process, package, store on site or off site, sell, transport to or from, and deliver marijuana, marijuana seeds, marijuana vegetative cuttings (also known as clones), marijuana-infused products, and drug paraphernalia used to administer marijuana to a Qualifying Patient, a Primary Caregiver, anywhere on the licensed property or to any address as directed by the patient or primary caregiver, so long as the address is a location allowing for the legal possession of marijuana, another licensed Dispensary Facility, a licensed Testing Facility, a medical marijuana cultivation facility, or a licensed Manufacturing Facility. Dispensary facilities may receive transaction orders at the dispensary in person, by phone, or via the internet, including from a third party. A medical marijuana dispensary facility's authority to process marijuana shall include the production and sale of prerolls, but shall not include the manufacture of marijuana-infused products.

Medical Marijuana-Infused Products Manufacturing Facility

A facility licensed by the State of Missouri Department of Health and Senior Services to acquire, process, package, store on site or off site, manufacture, transport to or from, and sell marijuana-infused products to a Medical Marijuana Dispensary Facility, a Marijuana Testing Facility, a Medical Marijuana Cultivation Facility, or to another Medical Marijuana-Infused Products Manufacturing Facility.

Marijuana Testing Facility

A facility certified by the State of Missouri Department of Health and Senior Services to acquire, test, certify, and transport marijuana, including those originally licensed as a medical marijuana testing facility.

Medical Marijuana Use

A “Medical Marijuana Cultivation Facility”, a “Medical Marijuana Dispensary Facility”, a “Medical Marijuana-Infused Products Manufacturing Facility”, and a “Marijuana Testing Facility” as defined in Section 405.030.

Preroll

A consumable or smokable marijuana product, generally consisting of: (1) a wrap or paper and (2) dried flower, buds, and/or plant material. Prerolls may or may not include a filter or crutch at the base of the product.

Then Existing

Any school, child daycare center, or church with a written building permit from the City to be constructed, or under construction, or completed and in use at the time the Marijuana Dispensary first applies for either zoning or a building permit, whichever comes first.

Section 405.573 Standards for Marijuana Uses.

[Ord. No. 3469, 6-17-2019]

A. General. The following requirements apply to all marijuana uses, as defined in this Chapter.

1. No building shall be constructed, altered, or used for a Marijuana Use without complying with the following regulations.

2. Buffer Requirement. No new cultivation, infused products manufacturing, dispensary, or testing facility shall be sited, at the time of application for license or for local zoning approval, whichever is earlier, within one thousand (1,000) feet of any then existing elementary or secondary school, daycare, or church.

a. In the case of a freestanding facility, the distance between the facility and the school, daycare, or church shall be measured from the property line of an external cultivation facility or external wall of the other facility structures closest in proximity to the school, daycare, or church to the closest point of the property line of the school, daycare, or church. If the school, daycare, or church is part of a larger structure, such as an office building or strip mall, the distance shall be measured to the entrance or exit of the school, daycare, or church closest in proximity to the facility.

b. In the case of a facility that is part of a larger structure, such as an office building or strip mall, the distance between the facility and the school, daycare, or church shall be measured from the property line of the school, daycare, or church to the facility's entrance or exit closest in proximity to the school, daycare, or church. If the school, daycare, or church is part of a larger structure, such as an

office building or strip mall, the distance shall be measured to the entrance or exit of the school, daycare, or church closest in proximity to the facility.

c. Measurements shall be made along the shortest path between the demarcation points that can be lawfully traveled by foot.

3. Outdoor Operations Or Storage Prohibited — Exception. Except for outdoor Marijuana Cultivation Facilities, the operations and all storage of materials, products, or equipment for all other Marijuana businesses shall be within a fully enclosed building.

4. On-Site Usage Prohibited. No marijuana may be smoked, ingested, or otherwise consumed on the premises of a Marijuana Use Facility.

5. Hours Of Operation. All Marijuana Use Facilities shall be closed to the public, no persons not employed by the business shall be on the premises, and no sales or distribution of marijuana shall occur upon the premises or by delivery from the premises between the hours of 10:00 p.m. and 8:00 am.

6. Display Of Licenses Required. The marijuana license issued by the State of Missouri and the City issued business license shall be displayed in an open and conspicuous place on the premises.

7. Residential Dwelling Units Prohibited. No Marijuana business shall be located in a building that contains a residence.

8. Ventilation Required. All marijuana uses shall install and operate a ventilation system that will prevent any odor of marijuana from leaving the premises of the business and place of home cultivation. No odors shall be detectable by a person with a normal sense of smell outside the boundary of the parcel on which the facility or place of home cultivation is located.

9. Site Plan Review Required. A site plan shall be submitted for review and approval by the Community Development Department. The site plan shall show distances between the Marijuana business and the nearest school, church or licensed child daycare facility, as set forth in Subsection (A)(1) of this Section.

10. Construction Permits Required. All new work, remodeling, alterations, additions and any mechanical, electrical or plumbing work requires a building permit to be applied for as required under Chapter 500 of the Municipal Code.

B. Dispensaries

1. Any Marijuana Dispensary shall require any customer to display the customers permit card from the Department of Health and Senior Services or other proof of eligibility at the time of each purchase.

2. No person under the age of eighteen years old shall be allowed into a Medical Marijuana Dispensary; except that a Qualifying Patient who is under the age of eighteen years but who has been emancipated by a court order under a Qualifying Patient, under the age of eighteen years when accompanied by the Qualifying Patient's parent or guardian.

3. Each marijuana dispensary shall be operated from a permanent and fixed location. No marijuana dispensary shall be permitted to operate from a moveable, mobile, or transitory location. This subsection shall not prevent the physical delivery of marijuana to a customer, patient or the patient's primary caregiver at a location off of the premises of the permittee's marijuana dispensary, to the extent so allowed by law, if:

a. the marijuana was lawfully purchased;

b. the marijuana is delivered only by the permittee or an employee of the permittee;

c. the marijuana is delivered only by the use of a motor vehicle, bicycle, or other lawful means of transportation; marijuana may not be delivered by drone or any remotely operated vehicle, or by any self-navigating vehicle unless a human occupies such self-navigating vehicle.

4. Paraphenalia designed or intended for use in consuming marijuana may be sold at a marijuana dispensary.

5. A Marijuana Dispensary shall provide adequate security on the premises of the marijuana dispensary including, but not limited to, the following:

a. Security surveillance cameras installed to monitor the main entrance along with the interior and exterior of the premises to discourage and to facilitate the reporting of criminal acts and nuisance activities occurring at the premises. Security video shall be preserved for at least 72 hours by the permittee;

b. Alarm systems which are professionally monitored and maintained in good working conditions;

c. A locking safe permanently affixed to the premises, or a locked secure storage room, that is suitable for storage of all of the saleable inventory of marijuana if marijuana is to be stored overnight on the premises; and

d. Exterior lighting that illuminates the exterior walls of the business and is compliant with the City Code.

C. Offsite Storage Facilities. Marijuana Dispensaries may operate an Offsite Storage Facility for storage of products and inventory. A single Offsite Storage Facility may only be used by a single Entity licensed as a Marijuana Dispensary. An Offsite Storage Facility shall not be open to the public. An Offsite Storage Facility shall comply with the same requirements of a dispensary in regard to location, security, and odor control.

D. Marijuana-Infused Products Manufacturing Facility

1. No permit shall be issued or renewed for a Marijuana-Infused Products Manufacturing Facility that does not meet the standards of this section and any related requirements under Missouri law.

2. Outdoor Operations or Storage. All operations and all storage of materials, products, or equipment shall be within a fully secured area inside the building structure or outdoors on the property in an area fully enclosed by a fence with razor wire at least ten (10) feet in height, not including the razor wire or such other alternative security measures approved by the Board of Aldermen.

E. Marijuana Cultivation and Testing Facilities

1. No permit shall be issued or renewed for a Marijuana Cultivation or Testing Facility that does not meet the standards of this section and any related requirements under Missouri law.

2. Outdoor Operations or Storage. All operations and all storage of materials, products, or equipment shall be within a fully secured area inside the building structure or outdoors on the property in an area fully enclosed by a fence with razor wire at least ten (10) feet in height, not including the razor wire or such other alternative security measures approved by the Board of Aldermen.

Land Use Table

Land Use/Zoning District	A	E	R-1	R-1B	R-1M	R-2	R-2B	R-3	R-4	C-0	C-1	CBD-1	CBD-2	C-2	M-1	M-2
Agriculture																
Abattoir																
Agriculture	P															
Dairy Farming	P															
Farming	P															
Fish Hatcheries, Apiaries, Aviaries	P															
Forests, Wildlife and Conservation Preserves	P															
Fur Farming	P															
Livestock and Poultry Raising	P															
Medical Marijuana Cultivation Facility	P														P	P
Mushroom Barns and Caves	P															
Truck Garden	P															
Riding Stables and Tracks	P															
Sale or Marketing of Products Raised on Premises	P															
Residential																
Dwelling, Apartment Complex									P							
Dwelling, Garden Apartments								P		P						
Dwelling, Loft												P	P	P		
Dwelling, Multi-Family									P							
Dwelling, Patio House								P		P						
Dwelling, Single-Family	P	P	P	P		P	P	P	P	P						
Dwelling, Town Home								P		P						
Dwelling, Two-Family or Duplex						P	P	P	P	P						
Dwelling, Zero Lot Line Home								P		P						
Manufactured Home					P											
Mobile Home					P											
Modular Home		P			P											
Institutional																
Cemeteries	S									S	S	S	S	S	S	S
Charity and Welfare													P	P		
Church, Synagogue, Place of Worship	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Community Building (Publicly Owned and Operated)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Correctional Facility	S									S	S	S	S	S	S	S

Land Use/Zoning District	A	E	R-1	R-1B	R-1M	R-2	R-2B	R-3	R-4	C-0	C-1	CBD-1	CBD-2	C-2	M-1	M-2
Cultural Exhibits and Services				S*			S*					P	P	P		
Fairgrounds	S	S								S	S	S	S	S	S	S
Fire Station	P	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Library, Public	P			S*			S*			P	P	P	P	P		
Museums, Public	P			S*						P	P	P	P	P		
Parks and Playgrounds (Publicly Owned)	P	P	P	P	P	P	P	P		P	P					
Penal Institution	P															
Philanthropic or Eleemosynary Institution	P															
Picnic Grove	P															
Police	P															
Post Office										P	P	P	P	P		
Public Administration Building	P															
Schools, Public or Private	P	P	P	P		P	P	P		P	P	P	P	P		
Schools, Trade														P		
Sewage Treatment Facilities	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Substation, Electric Utility	P	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Swimming Pool, Commercial														P		
Swimming Pool, Public			P	P		P	P	P		P	P					
Towers, Microwave Transmitting and/or Receiving	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Towers and Stations, Radio or TV	S									S	S	S	S	S	S	S
Utility Facility, Public or Private	P	S	S	S	P	S	S	S	S	S	P	P	P	P	P	P
Water Tower or Storage Facility	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Water Treatment Facility	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Commercial																
Adult Arcade														S		
Adult Bookstore														S		
Adult Entertainment Facility														S		
Animal Hospital, Small	S									S	P	S	S	S	S	S
Antiques											P	P	P	P		
Appliance Repairs, Small											P	P	P	P		
Art Studio				P*			P*									
Artist and Hobby Supplies											P	P	P	P		
Assembly and Meeting Halls														P		
Athletic and Baseball Fields, Commercial	S									S	S	S	S	S	S	S

Land Use/Zoning District	A	E	R-1	R-1B	R-1M	R-2	R-2B	R-3	R-4	C-0	C-1	CBD-1	CBD-2	C-2	M-1	M-2
Athletic and Baseball Fields, Non-Commercial	P	P	P	P	P	P	P	P	P							
Automobile Repair and Washing														P		
Automobile Supplies													P	P		
Automotive Equipment, Trucks, Trailers, Boats, Camping Accessories, Tools, Farm Machinery and Supplies, Building Supplies and Lawn Accessories (Sale at Retail or Wholesale or Rental of)														P		
Bar														P		
Barber or Beauty Shop				P*			P*			P	P	P	P	P		
Bathhouse														S		
Bed and Breakfast				S*			S*									
Bicycle Sales											P	P	P	P		
Body Shop															P	P
Bridal Shop				S*			S*					P	P	P		
Cleaning of Commodity (not Junk or Salvage)															P	P
Cleaning, Pressing and Dyeing Plants (Including Laundries)																P
Clinic										P	P	P	P	P		
Club												P	P	P		
Coffee Shop				S*			S*			P	P	P	P	P		
Contractor's Supplies and Equipment, Sales and Service																P
Convenience Store, w/o Pumps												P	P	P		
Custom Maintenance													P	P		
Day Care Home (10+ Children)	S	S								P	P			P		
Delivery Services													P	P		
Drive-in Theater	S									S	S	S	S	P		
Driving Range	S									P	P			P		
Drug Store											P	P	P	P		
Dry Cleaning											P	P	P	P		
Entertainment Facility, Public or Private													P	P		
Equipment Repair, Small													P	P		
Escort Agency														S		
Establishments which serve or sell alcoholic beverages											P	P	P	P		

Land Use/Zoning District	A	E	R-1	R-1B	R-1M	R-2	R-2B	R-3	R-4	C-0	C-1	CBD-1	CBD-2	C-2	M-1	M-2
Exposition Center/Building(s)	S									S	S	S	S	S	S	S
Exterminating and Disinfecting Services														P		
Farm Supplies and Equipment, Sales and Service																P
Financial Institution				p*							P	P	P	P		
Flower Shop				S*			S*				P	P	P	P		
Funeral Home	S	S	S							S	S	S	S	S	S	
Furniture and Appliances, Retail											P	P	P	P		
General Repair and Fix-It Shop														P		
Gift Shop				S*			S*				P	P	P	P		
Golf Courses and Clubhouses (Private)	P		P	P		P	P	P		P	P					
Greenhouse, Nursery (Commercial)	P									S	S	S	S	P	S	S
Group Boarding Home	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Handcrafting													P	P		
Hardware and Paint, Retail											P	P	P	P		
Hospital	P	S	S	S	S	S	S	S	S	P	P	S	S	S	S	S
Hotel												P	P	P		
Hydroponic Farm, Commercial	S									S	S	S	S	S	S	S
Interior Decorating				p*			p*				P	P	P	P		
Investigative and Protective Services												P	P	P		
Janitorial Services														P		
Jewelry Store				S*			S*				P	P	P	P		
Kennel, Commercial	P													P	S	S
Laundry											P	P	P	P		
Massage Shop														S		
Medical Marijuana Dispensary Facility										P	P			P		
Medical Marijuana Testing Facility										P	P			P	P	P
Medical or Dental Offices or Labs				p*			p*			P	P	P	P	P		
Medical Supplies											P	P	P	P		
Miniature Golf														P		
Modeling Studio														S		
Mortuary	S	S	S							P	P	S	S	S	S	
Motel												P	P	P		
Motorcycle Sales													P	P		
Movie Rentals											P	P	P	P		
Music Supplies											P	P	P	P		

Land Use/Zoning District	A	E	R-1	R-1B	R-1M	R-2	R-2B	R-3	R-4	C-0	C-1	CBD-1	CBD-2	C-2	M-1	M-2
Novelties											P	P	P	P		
Nursing Home	P	S	S													
Office, Real Estate				S*			S*			P	P	P	P	P		
Offices, Administrative or Professional				p*			p*			P	P	P	P	P		
Offices, General											P	P	P	P		
Optical Shop											P	P	P	P		
Outpatient Facility, Alcohol or Drug Abuse											P	S	P	P		
Pawnshop/Small Loan Establishment														S		
Pet Grooming (with all animals kept indoors)														P		
Petroleum Products (not dispensing or bulk plants)													P	P		
Photography Service				p*			p*				P	P	P	P		
Photographic Equipment											P	P	P	P		
Recreational Facility, Non-Commercial					P								P	P		
Recreational Facility, Commercial	S									S	S	S	S	S	S	S
Recreational Park, Commercial													P	P		
Residential Care Facility	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Residential Facility, Alcohol or Drug Abuse											S	S	S	S		
Restaurant											P	P	P	P		
Retail Store											P	P	P	P		
Sanitarium	P															
Seamstress and Tailoring				p*			p*				P	P	P	P		
Shoe Repairs											P	P	P	P		
Special Care Facilities	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Sports-Related Activity or Facility, Commercial	S									S	S	S	S	S	S	S
Tobacco Products, Retail											P	P	P	P		
Toys and Sporting Goods, Retail											P	P	P	P		
Veterinarian	P									S	S	S	S	S	S	S
Industrial																
Airport and/or Landing Fields, Public/Private	S														S	S
Asphalt and/or Concrete Batch Plant	S														S	S
Assembling															P	P
Bakery														P		
Bottling														P		
Building Materials Stores and Yards																P

Land Use/Zoning District	A	E	R-1	R-1B	R-1M	R-2	R-2B	R-3	R-4	C-0	C-1	CBD-1	CBD-2	C-2	M-1	M-2
Bus Barns or Lots																P
Cold Storage Plant																P
Composting, Fertilizer Manufacture																
Contractor's Shop and/or Yard (including construction equipment and/or materials storage areas)	S													S	S	S
Creosote Manufacture or Treatment																
Disassembling															P	P
Distillation of Bones, Fat Rendering, Glue Manufacture																
Dumping, Reduction or Incineration of Garbage, Dead Animals, Offal or Refuse																
Fabrication															P	P
Farm Implement Repair Service	S													P	S	S
Freight Terminal															P	P
Frozen Foods (Including Lockers)														P		
Machine and Welding Shop																P
Manufacture or Assembly of products to be sold at retail on the premises														P		
Manufacturing															P	P
Medical Marijuana-Infused Products Manufacturing Facility															P	P
Mini-Warehouse Facility														S	S	
Oil and/or Gas Drilling and Production	S														S	S
Packaging															P	P
Petroleum Storage																P
Plumbing and Sheet Metal Shop																P
Printing and Publishing											P	P	P	P		
Processing															P	P
Quarrying, Mining or Removal and Processing of Sand, Gravel or Stone	S														S	S
Radio or TV Studio (w/o Broadcasting Towers)										P	P	P	P	P		

Land Use/Zoning District	A	E	R-1	R-1B	R-1M	R-2	R-2B	R-3	R-4	C-0	C-1	CBD-1	CBD-2	C-2	M-1	M-2
Railroad Rights-of-Way (Excluding Railroad Yards)	P	P	P	P		P	P	P		P	P					
Refining of Petroleum or Coal Oil																
Repairing															P	P
Retail Sales of Concrete from Small Batch Plant														S		
Salt Works, Stockyards or Slaughter of Animals or Fowl																
Salvage and Scrap Metals (Handling, Storage, or Processing)	S														S	S
Sanitary Landfills	S														S	S
Servicing or Testing of Commodities (except Junk or Salvage)															P	P
Storage															P	P
Storage of Boat, Recreational Vehicle, and/or Any Other Vehicle	S									S	S	S	S	S	S	S
Storage, Curing or Tanning of Raw Hides or Skins																
Truck and Bus Storage and Service																P
Warehousing															P	P
Wholesaling													P	P	P	P

P*=Permitted Use on Mechanic or Independence Street.

S*=Permitted with an Approved Special Use Permit on Mechanic or Independence Street.

Land Use Table

Land Use/Zoning District	A	E	R-1	R-1B	R-1M	R-2	R-2B	R-3	R-4	C-0	C-1	CBD-1	CBD-2	C-2	M-1	M-2
Agriculture																
Abattoir																
Agriculture	P															
Dairy Farming	P															
Farming	P															
Fish Hatcheries, Apiaries, Aviaries	P															
Forests, Wildlife and Conservation Preserves	P															
Fur Farming	P															
Livestock and Poultry Raising	P															
Marijuana Cultivation Facility	P														P	P
Mushroom Barns and Caves	P															
Truck Garden	P															
Riding Stables and Tracks	P															
Sale or Marketing of Products Raised on Premises	P															
Residential																
Dwelling, Apartment Complex									P							
Dwelling, Garden Apartments								P		P						
Dwelling, Loft												P	P	P		
Dwelling, Multi-Family									P							
Dwelling, Patio House								P		P						
Dwelling, Single-Family	P	P	P	P		P	P	P	P	P						
Dwelling, Town Home								P		P						
Dwelling, Two-Family or Duplex						P	P	P	P	P						
Dwelling, Zero Lot Line Home								P		P						
Manufactured Home					P											
Mobile Home					P											
Modular Home		P			P											
Institutional																
Cemeteries	S									S	S	S	S	S	S	S
Charity and Welfare													P	P		
Church, Synagogue, Place of Worship	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Community Building (Publicly Owned and Operated)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Correctional Facility	S									S	S	S	S	S	S	S

Land Use/Zoning District	A	E	R-1	R-1B	R-1M	R-2	R-2B	R-3	R-4	C-0	C-1	CBD-1	CBD-2	C-2	M-1	M-2
Cultural Exhibits and Services				S*			S*					P	P	P		
Fairgrounds	S	S								S	S	S	S	S	S	S
Fire Station	P	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Library, Public	P			S*			S*			P	P	P	P	P		
Museums, Public	P			S*						P	P	P	P	P		
Parks and Playgrounds (Publicly Owned)	P	P	P	P	P	P	P	P		P	P					
Penal Institution	P															
Philanthropic or Eleemosynary Institution	P															
Picnic Grove	P															
Police	P															
Post Office										P	P	P	P	P		
Public Administration Building	P															
Schools, Public or Private	P	P	P	P		P	P	P		P	P	P	P	P		
Schools, Trade														P		
Sewage Treatment Facilities	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Substation, Electric Utility	P	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Swimming Pool, Commercial														P		
Swimming Pool, Public			P	P		P	P	P		P	P					
Towers, Microwave Transmitting and/or Receiving	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Towers and Stations, Radio or TV	S									S	S	S	S	S	S	S
Utility Facility, Public or Private	P	S	S	S	P	S	S	S	S	S	P	P	P	P	P	P
Water Tower or Storage Facility	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Water Treatment Facility	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Commercial																
Adult Arcade														S		
Adult Bookstore														S		
Adult Entertainment Facility														S		
Animal Hospital, Small	S									S	P	S	S	S	S	S
Antiques											P	P	P	P		
Appliance Repairs, Small											P	P	P	P		
Art Studio				P*			P*									
Artist and Hobby Supplies											P	P	P	P		
Assembly and Meeting Halls														P		
Athletic and Baseball Fields, Commercial	S									S	S	S	S	S	S	S

Land Use/Zoning District	A	E	R-1	R-1B	R-1M	R-2	R-2B	R-3	R-4	C-0	C-1	CBD-1	CBD-2	C-2	M-1	M-2
Athletic and Baseball Fields, Non-Commercial	P	P	P	P	P	P	P	P	P							
Automobile Repair and Washing														P		
Automobile Supplies													P	P		
Automotive Equipment, Trucks, Trailers, Boats, Camping Accessories, Tools, Farm Machinery and Supplies, Building Supplies and Lawn Accessories (Sale at Retail or Wholesale or Rental of)														P		
Bar														P		
Barber or Beauty Shop				P*			P*			P	P	P	P	P		
Bathhouse														S		
Bed and Breakfast				S*			S*									
Bicycle Sales											P	P	P	P		
Body Shop															P	P
Bridal Shop				S*			S*					P	P	P		
Cleaning of Commodity (not Junk or Salvage)															P	P
Cleaning, Pressing and Dyeing Plants (Including Laundries)																P
Clinic										P	P	P	P	P		
Club												P	P	P		
Coffee Shop				S*			S*			P	P	P	P	P		
Contractor's Supplies and Equipment, Sales and Service																P
Convenience Store, w/o Pumps												P	P	P		
Custom Maintenance													P	P		
Day Care Home (10+ Children)	S	S								P	P			P		
Delivery Services													P	P		
Drive-in Theater	S									S	S	S	S	P		
Driving Range	S									P	P			P		
Drug Store											P	P	P	P		
Dry Cleaning											P	P	P	P		
Entertainment Facility, Public or Private													P	P		
Equipment Repair, Small													P	P		
Escort Agency														S		
Establishments which serve or sell alcoholic beverages											P	P	P	P		

Land Use/Zoning District	A	E	R-1	R-1B	R-1M	R-2	R-2B	R-3	R-4	C-0	C-1	CBD-1	CBD-2	C-2	M-1	M-2
Exposition Center/Building(s)	S									S	S	S	S	S	S	S
Exterminating and Disinfecting Services														P		
Farm Supplies and Equipment, Sales and Service																P
Financial Institution				P*							P	P	P	P		
Flower Shop				S*			S*				P	P	P	P		
Funeral Home	S	S	S							S	S	S	S	S	S	
Furniture and Appliances, Retail											P	P	P	P		
General Repair and Fix-It Shop														P		
Gift Shop				S*			S*				P	P	P	P		
Golf Courses and Clubhouses (Private)	P		P	P		P	P	P		P	P					
Greenhouse, Nursery (Commercial)	P									S	S	S	S	P	S	S
Group Boarding Home	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Handcrafting													P	P		
Hardware and Paint, Retail											P	P	P	P		
Hospital	P	S	S	S	S	S	S	S	S	P	P	S	S	S	S	S
Hotel												P	P	P		
Hydroponic Farm, Commercial	S									S	S	S	S	S	S	S
Interior Decorating				P*			P*				P	P	P	P		
Investigative and Protective Services												P	P	P		
Janitorial Services														P		
Jewelry Store				S*			S*				P	P	P	P		
Kennel, Commercial	P													P	S	S
Laundry											P	P	P	P		
Marijuana Dispensary Facility										P	P			P		
Marijuana Testing Facility										P	P			P	P	P
Massage Shop														S		
Medical or Dental Offices or Labs				P*			P*			P	P	P	P	P		
Medical Supplies											P	P	P	P		
Miniature Golf														P		
Modeling Studio														S		
Mortuary	S	S	S							P	P	S	S	S	S	
Motel												P	P	P		
Motorcycle Sales													P	P		
Movie Rentals											P	P	P	P		
Music Supplies											P	P	P	P		
Novelties											P	P	P	P		

Land Use/Zoning District	A	E	R-1	R-1B	R-1M	R-2	R-2B	R-3	R-4	C-0	C-1	CBD-1	CBD-2	C-2	M-1	M-2
Nursing Home	P	S	S													
Office, Real Estate				S*			S*			P	P	P	P	P		
Offices, Administrative or Professional				p*			p*			P	P	P	P	P		
Offices, General											P	P	P	P		
Optical Shop											P	P	P	P		
Outpatient Facility, Alcohol or Drug Abuse											P	S	P	P		
Pawnshop/Small Loan Establishment														S		
Pet Grooming (with all animals kept indoors)														P		
Petroleum Products (not dispensing or bulk plants)													P	P		
Photography Service				p*			p*				P	P	P	P		
Photographic Equipment											P	P	P	P		
Recreational Facility, Non-Commercial					P								P	P		
Recreational Facility, Commercial	S									S	S	S	S	S	S	S
Recreational Park, Commercial													P	P		
Residential Care Facility	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Residential Facility, Alcohol or Drug Abuse											S	S	S	S		
Restaurant											P	P	P	P		
Retail Store											P	P	P	P		
Sanitarium	P															
Seamstress and Tailoring				p*			p*				P	P	P	P		
Shoe Repairs											P	P	P	P		
Special Care Facilities	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Sports-Related Activity or Facility, Commercial	S									S	S	S	S	S	S	S
Tobacco Products, Retail											P	P	P	P		
Toys and Sporting Goods, Retail											P	P	P	P		
Veterinarian	P									S	S	S	S	S	S	S
Industrial																
Airport and/or Landing Fields, Public/Private	S														S	S
Asphalt and/or Concrete Batch Plant	S														S	S
Assembling															P	P
Bakery														P		
Bottling														P		
Building Materials Stores and Yards																P
Bus Barns or Lots																P

Land Use/Zoning District	A	E	R-1	R-1B	R-1M	R-2	R-2B	R-3	R-4	C-0	C-1	CBD-1	CBD-2	C-2	M-1	M-2
Cold Storage Plant																P
Composting, Fertilizer Manufacture																
Contractor's Shop and/or Yard (including construction equipment and/or materials storage areas)	S													S	S	S
Creosote Manufacture or Treatment																
Disassembling															P	P
Distillation of Bones, Fat Rendering, Glue Manufacture																
Dumping, Reduction or Incineration of Garbage, Dead Animals, Offal or Refuse																
Fabrication															P	P
Farm Implement Repair Service	S													P	S	S
Freight Terminal															P	P
Frozen Foods (Including Lockers)														P		
Machine and Welding Shop																P
Manufacture or Assembly of products to be sold at retail on the premises														P		
Manufacturing															P	P
Marijuana-Infused Products Manufacturing Facility															P	P
Mini-Warehouse Facility														S	S	
Oil and/or Gas Drilling and Production	S														S	S
Packaging															P	P
Petroleum Storage																P
Plumbing and Sheet Metal Shop																P
Printing and Publishing											P	P	P	P		
Processing															P	P
Quarrying, Mining or Removal and Processing of Sand, Gravel or Stone	S														S	S
Radio or TV Studio (w/o Broadcasting Towers)										P	P	P	P	P		
Railroad Rights-of-Way (Excluding Railroad Yards)	P	P	P	P		P	P	P		P	P					

Land Use/Zoning District	A	E	R-1	R-1B	R-1M	R-2	R-2B	R-3	R-4	C-0	C-1	CBD-1	CBD-2	C-2	M-1	M-2
Refining of Petroleum or Coal Oil																
Repairing															P	P
Retail Sales of Concrete from Small Batch Plant														S		
Salt Works, Stockyards or Slaughter of Animals or Fowl																
Salvage and Scrap Metals (Handling, Storage, or Processing)	S														S	S
Sanitary Landfills	S														S	S
Servicing or Testing of Commodities (except Junk or Salvage)															P	P
Storage															P	P
Storage of Boat, Recreational Vehicle, and/or Any Other Vehicle	S									S	S	S	S	S	S	S
Storage, Curing or Tanning of Raw Hides or Skins																
Truck and Bus Storage and Service																P
Warehousing															P	P
Wholesaling													P	P	P	P

P*=Permitted Use on Mechanic or Independence Street.

S*=Permitted with an Approved Special Use Permit on Mechanic or Independence Street.

Council Bill No. _____

Ordinance No. _____

AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI AMENDING SECTIONS 405.030.B AND 405.573 OF THE HARRISONVILLE MUNICIPAL CODE AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, effective December 6, 2018, the Missouri Constitution was amended by adding Article XIV, Section 1, pertaining to medical marijuana; and

WHEREAS, effective December 8, 2022, the Missouri Constitution was further amended by adding Article XIV, Section 2, pertaining to recreational marijuana; and

WHEREAS, it is necessary to amend the ordinances of the City of Harrisonville to conform to the provisions of the Missouri Constitution.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI, AS FOLLOWS:

Section 1: Section 405.030.B is hereby amended to include the following definitions:

“Comprehensive Facility

A comprehensive marijuana cultivation facility, comprehensive marijuana dispensary facility, or a comprehensive marijuana-infused products manufacturing facility.

Comprehensive Marijuana Cultivation Facility

A facility licensed by the State of Missouri Department of Health and Senior Services to acquire, cultivate, process, package, store on site or off site, transport to or from, and sell marijuana, marijuana seeds, marijuana vegetative cuttings (also known as clones) to a medical facility, comprehensive facility, or marijuana testing facility. A comprehensive marijuana cultivation facility need not segregate or account for its marijuana products as either non-medical marijuana or medical marijuana. A comprehensive marijuana cultivation facility’s authority to process marijuana shall include the creation of prerolls, but shall not include the manufacture of marijuana-infused products.

Comprehensive Marijuana Dispensary Facility

A facility licensed by the State of Missouri Department of Health and Senior Services to acquire, process, package, store on site or off site, sell, transport to or from, and deliver marijuana, marijuana seeds, marijuana vegetative cuttings (also known as clones), marijuana-infused products, and drug paraphernalia used to administer marijuana as provided for in Section 2, Article XIV of the Missouri State Constitution to a qualifying patient or primary caregiver, as those terms are defined in Section 1, or to a consumer, anywhere on the licensed property or to any address as directed by the patient, primary caregiver, or consumer and consistent with the limitations of said Article and as otherwise allowed by law, to a comprehensive facility, a marijuana testing facility, or a medical facility. Comprehensive dispensary facilities may receive transaction orders at

the dispensary directly from the consumer in person, by phone, or via the internet, including from a third party. A comprehensive marijuana dispensary facility need not segregate or account for its marijuana products as either non-medical marijuana or medical marijuana, but shall collect all appropriate tangible personal property sales tax for each sale, as set forth in said Article and provided for by general or local law. A comprehensive marijuana dispensary facility's authority to process marijuana shall include the creation of prerolls.

Comprehensive Marijuana-Infused Products Manufacturing Facility

A facility licensed by the State of Missouri Department of Health and Senior Services to acquire, process, package, store, manufacture, transport to or from a medical facility, comprehensive facility, or marijuana testing facility, and sell marijuana-infused products, prerolls, and infused prerolls to a marijuana dispensary facility, a marijuana testing facility, or another marijuana-infused products manufacturing facility. A comprehensive marijuana-infused products manufacturing facility need not segregate or account for its marijuana products as either non-medical marijuana or medical marijuana.

Marijuana or Marihuana

Means Cannabis Indica, Cannabis sativa, and Cannabis ruderalis, hybrids of such species, and any other strains commonly understood within the scientific community to constitute marijuana, as well as seed thereof and resin extracted from the marijuana plant and marijuana-infused products. Marijuana does not include industrial hemp, as defined by Missouri statute, or commodities or products manufactured from industrial hemp.

Marijuana Facility

A medical marijuana facility or a comprehensive facility as that term is defined by Section 2, Article XIV of the Missouri State Constitution.

Marijuana-Infused Products

Products that are infused, dipped, coated, sprayed, or mixed with marijuana or an extract thereof, including, but not limited to, products that are able to be vaporized or smoked, edible products, ingestible products, topical products, suppositories, and infused prerolls.

Marijuana Microbusiness Facility

A facility licensed by the State of Missouri Department of Health and Senior Services as a microbusiness dispensary facility or microbusiness wholesale facility.

Microbusiness Dispensary Facility

A facility licensed by the State of Missouri Department of Health and Senior Services to acquire, process, package, store on site and off site, sell, transport to or from, and deliver marijuana, marijuana seeds, marijuana vegetative cuttings (also known as clones), marijuana-infused products, and drug paraphernalia used to administer marijuana as provided for in this section to a consumer, qualifying patient, as that term is used in Section 1 of Article XIV of the Missouri State Constitution, or primary caregiver, as defined in said Section 1, anywhere on the licensed property or to any address as directed by the consumer, qualifying patient, or primary caregiver and, consistent with the limitations of said Article and as otherwise allowed by law, a microbusiness wholesale facility, or a marijuana testing facility. Microbusiness dispensary facilities may receive transaction orders at the dispensary directly from the consumer in person, by phone, or via the internet, including from a third party. A microbusiness dispensary facility's authority to process marijuana shall include the creation of prerolls.

Microbusiness Wholesale Facility

A facility licensed by the State of Missouri Department of Health and Senior Services to acquire, cultivate, process, package, store on site or off site, manufacture, transport to or from, deliver, and sell marijuana, marijuana seeds, marijuana vegetative cuttings (also known as clones), and marijuana infused products to a microbusiness dispensary facility, other microbusiness wholesale facility, or marijuana testing facility. A microbusiness wholesale facility may cultivate up to 250 flowering marijuana plants at any given time. A microbusiness wholesale facility's authority to process marijuana shall include the creation of prerolls and infused prerolls.

Medical Marijuana Cultivation Facility

A facility licensed by the State of Missouri Department of Health and Senior Services to acquire, cultivate, process, package, store on site or off site, transport to or from, and sell marijuana, marijuana seeds, marijuana vegetative cuttings (also known as clones) to a Medical Marijuana Dispensary Facility, Medical Marijuana Testing Facility, Medical Marijuana Cultivation Facility, or a Medical Marijuana-Infused Products Manufacturing Facility. A medical marijuana cultivation facility's authority to process marijuana shall include the production and sale of prerolls, but shall not include the manufacture of marijuana-infused products.

Medical Marijuana Dispensary Facility

A facility licensed by the State of Missouri Department of Health and Senior Services to acquire, process, package, store on site or off site, sell, transport to or from, and deliver marijuana, marijuana seeds, marijuana vegetative cuttings (also known as clones), marijuana-infused products, and drug paraphernalia used to administer marijuana to a Qualifying Patient, a Primary Caregiver, anywhere on the licensed property or to any address as directed by the patient or primary caregiver, so long as the address is a location allowing for the legal possession of marijuana, another licensed Dispensary Facility, a licensed Testing Facility, a medical marijuana cultivation facility, or a licensed Manufacturing Facility. Dispensary facilities may receive transaction orders at the dispensary in person, by phone, or via the internet, including from a third party. A medical marijuana dispensary facility's authority to process marijuana shall include the production and sale of prerolls, but shall not include the manufacture of marijuana-infused products.

Medical Marijuana-Infused Products Manufacturing Facility

A facility licensed by the State of Missouri Department of Health and Senior Services to acquire, process, package, store on site or off site, manufacture, transport to or from, and sell marijuana-infused products to a Medical Marijuana Dispensary Facility, a Marijuana Testing Facility, a Medical Marijuana Cultivation Facility, or to another Medical Marijuana-Infused Products Manufacturing Facility.

Marijuana Testing Facility

A facility certified by the State of Missouri Department of Health and Senior Services to acquire, test, certify, and transport marijuana, including those originally licensed as a medical marijuana testing facility.

Medical Marijuana Use

A "Medical Marijuana Cultivation Facility", a "Medical Marijuana Dispensary Facility", a "Medical Marijuana-Infused Products Manufacturing Facility", and a "Marijuana Testing Facility" as defined in Section 405.030.

Preroll

A consumable or smokable marijuana product, generally consisting of: (1) a wrap or paper and (2) dried flower, buds, and/or plant material. Prerolls may or may not include a filter or crutch at the base of the product.

Then Existing

Any school, child daycare center, or church with a written building permit from the City to be constructed, or under construction, or completed and in use at the time the Marijuana Dispensary first applies for either zoning or a building permit, whichever comes first.”

Section 2: Section 405.573 is hereby amended to read as follows:

“A. General. The following requirements apply to all marijuana uses, as defined in this Chapter.

1. No building shall be constructed, altered, or used for a Marijuana Use without complying with the following regulations.

2. Buffer Requirement. No new cultivation, infused products manufacturing, dispensary, or testing facility shall be sited, at the time of application for license or for local zoning approval, whichever is earlier, within one thousand (1,000) feet of any then existing elementary or secondary school, daycare, or church.

a. In the case of a freestanding facility, the distance between the facility and the school, daycare, or church shall be measured from the property line of an external cultivation facility or external wall of the other facility structures closest in proximity to the school, daycare, or church to the closest point of the property line of the school, daycare, or church. If the school, daycare, or church is part of a larger structure, such as an office building or strip mall, the distance shall be measured to the entrance or exit of the school, daycare, or church closest in proximity to the facility.

b. In the case of a facility that is part of a larger structure, such as an office building or strip mall, the distance between the facility and the school, daycare, or church shall be measured from the property line of the school, daycare, or church to the facility's entrance or exit closest in proximity to the school, daycare, or church. If the school, daycare, or church is part of a larger structure, such as an office building or strip mall, the distance shall be measured to the entrance or exit of the school, daycare, or church closest in proximity to the facility.

c. Measurements shall be made along the shortest path between the demarcation points that can be lawfully traveled by foot.

3. Outdoor Operations Or Storage Prohibited — Exception. Except for outdoor Marijuana Cultivation Facilities, the operations and all storage of materials, products, or equipment for all other Marijuana businesses shall be within a fully enclosed building.

4. On-Site Usage Prohibited. No marijuana may be smoked, ingested, or otherwise consumed on the premises of a Marijuana Use Facility.

5. Hours Of Operation. All Marijuana Use Facilities shall be closed to the public, no persons not employed by the business shall be on the premises, and no sales or distribution of marijuana shall occur upon the premises or by delivery from the premises between the hours of 10:00 p.m. and 8:00 am.

6. Display Of Licenses Required. The marijuana license issued by the State of Missouri and the City issued business license shall be displayed in an open and conspicuous place on the premises.

7. Residential Dwelling Units Prohibited. No Marijuana business shall be located in a building that contains a residence.

8. Ventilation Required. All marijuana uses shall install and operate a ventilation system that will prevent any odor of marijuana from leaving the premises of the business and place of home cultivation. No odors shall be detectable by a person with a normal sense of smell outside the boundary of the parcel on which the facility or place of home cultivation is located.

9. Site Plan Review Required. A site plan shall be submitted for review and approval by the Community Development Department. The site plan shall show distances between the Marijuana business and the nearest school, church or licensed child daycare facility, as set forth in Subsection (A)(2) of this Section.

10. Construction Permits Required. All new work, remodeling, alterations, additions and any mechanical, electrical or plumbing work requires a building permit to be applied for as required under Chapter 500 of the Municipal Code.

B. Dispensaries

1. Any Marijuana Dispensary shall require any customer to display the customers permit card from the Department of Health and Senior Services or other proof of eligibility at the time of each purchase.

2. No person under the age of eighteen years old shall be allowed into a Medical Marijuana Dispensary; except that a Qualifying Patient who is under the age of eighteen years but who has been emancipated by a court order under a Qualifying Patient, under the age of eighteen years when accompanied by the Qualifying Patient's parent or guardian.

3. Each marijuana dispensary shall be operated from a permanent and fixed location. No marijuana dispensary shall be permitted to operate from a moveable, mobile, or

transitory location. This subsection shall not prevent the physical delivery of marijuana to a customer, patient or the patient's primary caregiver at a location off of the premises of the permittee's marijuana dispensary, to the extent so allowed by law, if:

a. the marijuana was lawfully purchased;

b. the marijuana is delivered only by the permittee or an employee of the permittee;

c. the marijuana is delivered only by the use of a motor vehicle, bicycle, or other lawful means of transportation; marijuana may not be delivered by drone or any remotely operated vehicle, or by any self-navigating vehicle unless a human occupies such self-navigating vehicle.

4. Paraphernalia designed or intended for use in consuming marijuana may be sold at a marijuana dispensary.

5. A Marijuana Dispensary shall provide adequate security on the premises of the marijuana dispensary including, but not limited to, the following:

a. Security surveillance cameras installed to monitor the main entrance along with the interior and exterior of the premises to discourage and to facilitate the reporting of criminal acts and nuisance activities occurring at the premises. Security video shall be preserved for at least 72 hours by the permittee;

b. Alarm systems which are professionally monitored and maintained in good working conditions;

c. A locking safe permanently affixed to the premises, or a locked secure storage room, that is suitable for storage of all of the saleable inventory of marijuana if marijuana is to be stored overnight on the premises; and

d. Exterior lighting that illuminates the exterior walls of the business and is compliant with the City Code.

C. Offsite Storage Facilities. Marijuana Dispensaries may operate an Offsite Storage Facility for storage of products and inventory. A single Offsite Storage Facility may only be used by a single Entity licensed as a Marijuana Dispensary. An Offsite Storage Facility shall not be open to the public. An Offsite Storage Facility shall comply with the same requirements of a dispensary in regard to location, security, and odor control.

D. Marijuana-Infused Products Manufacturing Facility

1. No permit shall be issued or renewed for a Marijuana-Infused Products Manufacturing Facility that does not meet the standards of this section and any related requirements under Missouri law.
2. Outdoor Operations or Storage. All operations and all storage of materials, products, or equipment shall be within a fully secured area inside the building structure or outdoors on the property in an area fully enclosed by a fence with razor wire at least ten (10) feet in height, not including the razor wire or such other alternative security measures approved by the Board of Aldermen.

E. Marijuana Cultivation and Testing Facilities

1. No permit shall be issued or renewed for a Marijuana Cultivation or Testing Facility that does not meet the standards of this section and any related requirements under Missouri law.
2. Outdoor Operations or Storage. All operations and all storage of materials, products, or equipment shall be within a fully secured area inside the building structure or outdoors on the property in an area fully enclosed by a fence with razor wire at least ten (10) feet in height, not including the razor wire or such other alternative security measures approved by the Board of Aldermen.”

Section 3: That this Ordinance shall be in effect immediately upon its passage and approval.

Read for the first time by title only on the 6th day of February 2023. Read for the second time by title only on the 6th day of February 2023.

Judy Bowman, Mayor

ATTEST:

Daniel Barnett, City Clerk

APPROVED by the Mayor this 6th day of February, 2023.

STAFF REPORT

TO: Board of Aldermen
FROM: Theresa West, Assistant
DATE: February 3, 2023
SUBJECT: O. Criminal Marijuana Ordinance

Type of Item: *Approval*

C. Action Item (ID # 4427)

AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI AMENDING ARTICLE XI, SECTION 215 OF THE HARRISONVILLE MUNICIPAL CODE

Attachments:

O. Criminal Marijuana Ordinance (00042730-2xC1FED) (003) (DOCX)

Council Bill No. _____

Ordinance No. _____

**AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF
HARRISONVILLE, MISSOURI AMENDING ARTICLE XI, SECTION 215 OF THE
HARRISONVILLE MUNICIPAL CODE**

WHEREAS, on November 8, 2022, the voters of the State of Missouri approved Constitutional Amendment 3, legalizing adult use marijuana in the State; and,

WHEREAS, the recent changes to State Constitution related to adult use marijuana require amending the Municipal Code of the City of Harrisonville, Missouri; and,

WHEREAS, it is the desire of the Board of Alderman of the City of Harrisonville, Missouri to continue to regulate the use and possession of marijuana within the City to the extent allowed by Article XIV of the Missouri Constitution.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI, AS FOLLOWS:

Section 1. Section 215.1800 of the City of Harrisonville Municipal Code is hereby amended to read as follows:

“Sec. 215.1800. Possession of Marijuana

- A. Except and only to the extent as authorized by Article XIV of the Missouri Constitution including any and all rules and regulations promulgated by the department relating to legalized medical marijuana or legalized adult use marijuana, it shall be unlawful for any person to knowingly use, or possess with intent to use, drug paraphernalia to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale or otherwise introduce into the human body a controlled substance, or imitation controlled substance in violation of this article.
- B. It shall be unlawful for any person to knowingly possess an imitation controlled substance.
- C. No person shall knowingly possess a controlled substance, except and only to the extent as authorized by RSMo Ch. 579 or RSMo Ch. 195, as amended.
- D. In any complaint, information, or indictment, and in any action or proceeding brought for the enforcement of any provision of this section, it shall not be necessary to include any exception, excuse, proviso, or exemption contained in: (i) this section, as amended, (ii) RSMo Ch. 579, as amended, or (iii) RSMo Ch. 195, as amended, and the burden of proof of any such exception, excuse, proviso or exemption shall be upon the defendant.

1. No person under the age of twenty-one years shall knowingly possess marijuana except as provided by Article XIV of the Missouri Constitution.
2. A person at least twenty-one years of age may not purchase, possess, consume, use, ingest, inhale, process, transport, deliver without consideration, or distribute without consideration except as permitted under Article XIV of the Missouri Constitution, as amended, over three ounces of dried, unprocessed marijuana, or its equivalent.
3. A person at least twenty-one years of age may not possess, transport, plant, cultivate, harvest, dry, process, or manufacture more than six flowering marijuana plants, six nonflowering marijuana plants (over fourteen inches tall), and six clones (plants under fourteen inches tall) in violation of Article XIV of the Missouri Constitution.
4. A person may not purchase, possess, use, deliver, distribute, manufacture, transfer, or sell to persons under twenty-one years of age marijuana accessories, except as provided by Article XIV of the Missouri Constitution.
5. No person shall knowingly possess more than twice the amount of marijuana as authorized by Article XIV of the Missouri Constitution.
6. The following may possess marijuana pursuant to Article XIV of the Missouri Constitution and its accompanying State regulations:
 - a. A qualifying patient for the patient's own personal use, provided that a qualifying patient shall not possess more than four (4) ounces of dried, unprocessed marijuana in a thirty (30) day period, unless such patient is able to possess more than such limits pursuant to 19 CSR 30-095.030(5)(E), as amended, in which case such person shall not possess more than amount of marijuana the person's two (2) physicians have certified the person to possess;
 - b. A primary caregiver for a qualifying patient(s), but only when transporting marijuana to a qualifying patient(s) or when accompanying a qualifying patient(s); and
 - c. An owner or employee of a medical marijuana facility licensed by the State of Missouri while on the premises of said facility, or when transporting to a qualified patient's or primary caregiver's residence or another medical marijuana facility licensed by the State of Missouri.
 - d. An adult at least twenty-one (21) years of age.
7. In any complaint or information, and in any action or proceeding brought for

the enforcement of any provision of any applicable statutory authority in the State of Missouri, it shall not be necessary to include any exception, excuse, proviso, or exemption of any applicable statutory authority in the State of Missouri, and the burden of proof of any such exception, excuse, proviso or exemption shall be upon the defendant.

8. Any person under the age of twenty-one years old in possession of medical marijuana, including a marijuana-infused product, shall, immediately upon request of any law enforcement officer, produce a valid identification card issued by either the department or the respective equivalent identification card or authorization issued by another state or political subdivision of another state, authorizing the person to possess the amount of marijuana in such person's possession as provided by Article XIV of the Missouri Constitution, as amended. Any person who fails to produce such identification card as required by this section shall be guilty of the offense of failure to produce a medical marijuana identification card.
9. No person shall consume marijuana, including marijuana for medical use, in a public place. As used in this section only, "public place" means the same as the term defined by applicable Missouri Regulations, as amended, which is any public or private property, or portion of public or private property, that is open to the general public, including, but not limited to, sidewalks, streets, bridges, parks, schools, and businesses. However, for purposes of designating a nonpublic place within a public place, the owner or entity with control of any such property may, but is not required to, provide one (1) or more enclosed, private spaces where one (1) qualifying patient and, if required by the owner or entity with control of any such property, a representative of such owner or entity, may congregate for the qualifying patient to consume medical marijuana. The qualifying patient may be accompanied by the family of the qualifying patient, the qualifying patient's primary caregiver, and/or the qualifying patient's physician. The owner or entity with control of any such property may provide such a space by individual request or designate such a space for ongoing use and may limit use of medical marijuana in that space to uses that do not produce smoke. Any such permission shall be given in writing and provided to the qualifying patient or publicly posted prior to a qualifying patient's use of medical marijuana in that space. "Public place" shall not include:
 - a. The residence of the person administering medical marijuana or the residence of another person when the person in control of that property has consented to the administering of marijuana; or
 - b. A licensed medical facility with the consent of the person or persons in charge of that facility.
10. It shall be unlawful for any person over the age of twenty-one to have the plants and any marijuana in excess of three ounces:

- a. Kept at one private residence visible by normal, unaided vision from a public place; or
- b. Kept in an unlocked space.

11. Consumption of adult use marijuana in public.

- a. No person shall consume adult use marijuana in a public place.
- b. As used in this section only, "public place" means the same as the term defined by applicable Missouri Regulation, as amended, which is any public or private property, or portion of public or private property, that is open to the general public, including, but not limited to, sidewalks, streets, bridges, parks, schools, and businesses. "Public place" shall not include:
 - i. The residence of the person consuming adult use marijuana or the residence of another person when the person in control of that property has consented to the consumption of adult use marijuana; or
 - ii. An area licensed by the authorities having jurisdiction over the licensing and/or permitting of said activity.

12. Except and only to the extent as authorized by Article XIV of the Missouri Constitution, as amended, including any and all rules and regulations promulgated by the department relating to legalized medical marijuana or legalized adult use marijuana, it shall be unlawful for any person under twenty-one years of age to knowingly use, or possess with intent to use, marijuana accessories to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale or otherwise introduce into the human body marijuana, or imitation marijuana in violation of this article, other than medical marijuana as allowed under Article XIV of the Missouri Constitution.

13. The penalty for marijuana offenses shall be punishable as follows:

- a. A person who cultivates marijuana plants that are visible by normal, unaided vision from a public place is subject to a civil penalty not exceeding two hundred and fifty dollars and forfeiture of the marijuana, as authorized under Article XIV of the Missouri Constitution, as amended.
- b. A person who cultivates marijuana plants that are not kept in a locked

space is subject to a civil penalty not exceeding two hundred and fifty dollars and forfeiture of the marijuana, as authorized under Article XIV of the Missouri Constitution, as amended.

- c. A person who smokes marijuana in a public place is subject to a civil penalty not exceeding one hundred dollars, as authorized under Article XIV of the Missouri Constitution, as amended.
- d. A person who is under twenty-one years of age who possesses, uses, ingests, inhales, transports, delivers or distributes marijuana, or possesses, delivers or distributes marijuana accessories is subject to a civil penalty not to exceed one hundred dollars and forfeiture of the marijuana. Any such person shall be provided the option of attending up to four hours of drug education or counseling in lieu of the fine, as authorized under Article XIV of the Missouri Constitution, as amended.
- e. A person who possesses or produces, delivers with, or without, receiving any consideration or remuneration, or possesses with intent to deliver not more than twice the amount of marijuana to a person who is at least twenty-one years of age, as authorized under Article XIV of the Missouri Constitution, as amended:
 - i. For a first violation, is subject to a civil infraction punishable by a civil penalty not exceeding two hundred and fifty dollars and forfeiture of the marijuana;
 - ii. For a second violation, is subject to a civil infraction punishable by a civil penalty not exceeding five hundred dollars and forfeiture of the marijuana;
 - iii. For a third or subsequent violation, is subject to a violation punishable by a fine not exceeding one-thousand dollars and forfeiture of the marijuana;
 - iv. For a person under twenty-one years of age is subject to a civil penalty not to exceed two hundred and fifty dollars. Any such person shall be provided the option of attending up to eight hours of drug education or counseling in lieu of the fine; and
 - v. In lieu of payment, penalties under this subsection may be satisfied by the performance of community service. The rate of pay-down associated with said service option will be the greater of \$15 or the minimum wage in effect at the time of judgment.”

Section 2. That this Ordinance shall be in effect immediately upon its passage and approval.

Read for the first time by title only on the 6th day of February 2023. Read for the second time by title only on the 6th day of February 2023.

Judy Bowman, Mayor

ATTEST:

Daniel Barnett, City Clerk

APPROVED by a majority of the Board of Aldermen and the Mayor this 6th day of February 2023.

Attachment: O. Criminal Marijuana Ordinance (00042730-2xC1FED) (003) (O. Criminal Marijuana Ordinance)

STAFF REPORT

TO: Board of Aldermen
FROM: Theresa West, Assistant
DATE: January 24, 2023
SUBJECT: Municipal Court Report December 2022

Type of Item: *Discussion*

A. Action Item (ID # 4422)

Municipal Court Report December 2022

Attachments:

December 2022 Municipal Court Report (PDF)

IN THE MUNICIPAL COURT OF HARRISONVILLE, MISSOURI
CASS COUNTY

I certify that the attached is a report on all cases heard or tried before the Judge of the Circuit Court of Cass County Missouri, Municipal Division at Harrisonville during the month of **December 2022** and that the information and statements contained in said report are true and correct according to my best information, knowledge and belief.


Don Lograsso
Municipal Court Judge

1/18/23
Date

Presented and reviewed as required by Court Operating Rule 4.29.


City Clerk

1-19-2023
Date

Subscribed and sworn to before me this _____ day of _____, 2023.

Notary

RECEIVED
JAN 18 2023
CITY OF HARRISONVILLE

RECEIVED
JAN 18 2023
CITY OF HARRISONVILLE
JAN 18 2023
CITY OF HARRISONVILLE

Attachment: December 2022 Municipal Court Report (Municipal Court Report December 2022)

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

I. COURT INFORMATION		Municipality: Harrisonville Municipal		Reporting Period: Dec 1, 2022 - Dec 30, 2022	
Mailing Address: 300 E PEARL STREET, HARRISONVILLE, MO 64701					
Physical Address: 300 E PEARL STREET, HARRISONVILLE, MO 64701				County: Cass County	Circuit: 17
Telephone Number: (816)3808903			Fax Number:		
Prepared by: MICHELLE SHAFFER			E-mail Address: michelle.shaffer@courts.mo.gov		
Municipal Judge: DON LOGRASSO					
II. MONTHLY CASELOAD INFORMATION					
		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance	
A. Cases (citations/informations) pending at start of month		27	388	371	
B. Cases (citations/informations) filed		4	36	44	
C. Cases (citations/informations) disposed					
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0	
2. court/bench trial - GUILTY		0	0	0	
3. court/bench trial - NOT GUILTY		0	2	0	
4. plea of GUILTY in court		2	15	13	
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	3	0	
6. dismissed by court		0	0	1	
7. <i>nolle prosequi</i>		0	1	9	
8. certified for jury trial (not heard in Municipal Division)		0	0	0	
9. TOTAL CASE DISPOSITIONS		2	21	23	
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		29	403	392	
E. Trial de Novo and/or appeal applications filed		0	0	0	
III. WARRANT INFORMATION (pre- & post-disposition)			IV. PARKING TICKETS		
1. # Issued during reporting period	54	1. # Issued during reporting period		0	
2. # Served/withdrawn during reporting period	49	☐ Court staff does not process parking tickets			
3. # Outstanding at end of reporting period	468				

Attachment: December 2022 Municipal Court Report (Municipal Court Report December 2022)

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION

Municipality: Harrisonville Municipal

Reporting Period: Dec 1, 2022 - Dec 30, 2022

V. DISBURSEMENTS**Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)**

Fines - Excess Revenue	\$1,447.00
Clerk Fee - Excess Revenue	\$192.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$5.92
Bond forfeitures (paid to city) - Excess Revenue	\$80.00
Total Excess Revenue	\$1,724.92

Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)

Fines - Other	\$2,629.31
Clerk Fee - Other	\$216.00
Judicial Education Fund (JEF) ☒ Court does not retain funds for JEF	\$0.00
Peace Officer Standards and Training (POST) Commission surcharge	\$35.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$244.32
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$6.76
Law Enforcement Training (LET) Fund surcharge	\$68.00
Domestic Violence Shelter surcharge	\$68.00
Inmate Prisoner Detainee Security Fund surcharge	\$68.00
Restitution	\$542.00
Parking ticket revenue (including penalties)	\$0.00
Bond forfeitures (paid to city) - Other	\$600.00
Total Other Revenue	\$4,477.39

Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.

Court Automation	\$210.00
Law Enf Arrest-Local	\$165.00
Total Other Disbursements	\$375.00
Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$6,577.31
Bond Refunds	\$848.00
Total Disbursements	\$7,425.31

Attachment: December 2022 Municipal Court Report (Municipal Court Report December 2022)

Municipal Division Summary Reporting

17th Judicial Circuit - Cass County - Harrisonville Municipal Division

I. COURT INFORMATION

Reporting Period:		
December	2022	Court activity occurred in reporting period: Yes
Clerk's Physical Address:	Mailing Address:	Vendor
300 E. Pearl St. Harrisonville, MO 64701	PO Box 367 Harrisonville, MO 64701	Incoded (Tyler Technologies)
Telephone Number:	Fax Number:	
(816) 380-8903	(816) 380-8910	
Prepared by:	Prepared by E-mail Address:	Municipal Judge(s) Active During Reporting Period:
Michelle Shaffer	michelle.shaffer@courts.mo.gov	Don Lograsso

II. MONTHLY CASELOAD INFORMATION		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations / informations) pending at start of month		17	297	202
B. Cases (citations / informations) filed		0	0	0
C. Cases (citations / informations) disposed				
	1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
	2. court / bench trial - GUILTY	0	0	0
	3. court / bench trial - NOT GUILTY	0	0	0
	4. plea of GUILTY in court	0	0	0
	5. violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	0	0	0
	6. dismissed by court	0	0	0
	7. nolle prosequi	0	0	0
	8. certified for jury trial (not heard in the Municipal Division)	0	0	0
	9. TOTAL CASE DISPOSITIONS	0	0	0
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) - C9]		17	297	202
E. Trial de Novo and / or appeal applications filed		0	0	0

Municipal Division Summary Reporting

Court Information	Municipality: 17th Judicial Circuit - Cass County - Harrisonville Municipal Division	Reporting Period: December - 2022
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III. WARRANT INFORMATION (pre- & post-disposition)		IV. PARKING TICKETS	
1. # Issued during reporting period:	0	Does court staff process parking tickets? Yes	
2. # Served/withdrawn during reporting period:	37	1. # Issued during reporting period:	0
3. # Outstanding at end of reporting period:	585		

V. DISBURSEMENTS	
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)	
Fines – Excess Revenue	\$0.00
Clerk Fee – Excess Revenue	\$0.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Excess Revenue	\$0.00
Bond forfeitures (paid to city) – Excess Revenue	\$0.00
Total Excess Revenue	\$0.00
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)	
Fines – Other	\$0.00
Clerk Fee – Other	\$0.00
Judicial Education Fund (JEF) Court does not retain funds for JEF: Yes	
Peace Officer Standards and Training (POST) Commission surcharge	\$0.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to State	\$0.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Other	\$0.00
Law Enforcement Training (LET) Fund surcharge	\$0.00
Domestic Violence Shelter surcharge	\$0.00
Inmate Prisoner Detainee Security Fund surcharge	\$0.00
Restitution	\$0.00
Parking ticket revenue (including penalties)	\$0.00
Bond forfeitures (paid to city) – Other	\$0.00
Total Other Revenue	\$0.00
Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Total Other Disbursements	\$0.00
Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$0.00
Bond Refunds	\$0.00
Total Disbursements	\$0.00

Incode Adjusted

7.A.a

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

I. COURT INFORMATION		Contact information same as last report ☒	
Municipality: HARRISONVILLE		Reporting Period: DECEMBER 2022	
Mailing Address: P.O. BOX 367		Software Vendor: TYLER TECHNOLOGIES	
Physical Address: 300 E PEARL ST		County: CASS	Circuit: 17
Telephone Number: (816) 380-8903		Fax Number: (816) 380-8910	
Prepared by: MICHELLE SHAFFER	E-mail Address: michelle.shaffer@courts.mo.gov		iNotes ☒
Municipal Judge(s): DON LOGRASSO		Prosecuting Attorney: JEFFREY DEANE	
II. MONTHLY CASELOAD INFORMATION			
	Alcohol & Drug related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations / informations) pending at start of month	18	337	209
B. Cases (citations / informations) filed	Amounts corrected 1/3/23	Amounts corrected 1/3/23	Amounts corrected 1/3/23
C. Cases converted to Show-Me Courts	1	29	7
1. jury trial (Springfield, Jefferson County, and St. Louis County only)			
2. court / bench trial - GUILTY			
3. court / bench trial - NOT GUILTY			
4. plea of GUILTY in court			
5. Violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)			
6. dismissed by court			
7. nolle prosequi			
8. certified for jury trial (not heard in the Municipal Division)			
9. TOTAL CASE DISPOSITIONS			
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) – C9]	17	297	202
E. Trial de Novo and / or appeal applications filed			
III. WARRANT INFORMATION (pre- & post-disposition)		IV. PARKING TICKETS	
1. # Issued during reporting period	0	# Issued during period	0
2. # Served/withdrawn during reporting period	37	☐ Court staff does not process parking tickets	
3. # Outstanding at end of reporting period	588 corrected 1/3/23		

Attachment: December 2022 Municipal Court Report (Municipal Court Report December 2022)

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality:	Reporting Period:
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V. DISBURSEMENTS

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements cont.	
Fines – Excess Revenue	\$		\$
Clerk Fee – Excess Revenue	\$		\$
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Excess Revenue	\$		\$
Bond forfeitures (paid to city) – Excess Revenue	\$		\$
Total Excess Revenue	\$		\$
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)			\$
Fines – Other	\$		\$
Clerk Fee – Other	\$		\$
Judicial Education Fund (JEF) ☐ Court does not retain funds for JEF	\$		\$
Peace Officer Standards and Training (POST) Commission surcharge	\$		\$
Crime Victims Compensation (CVC) Fund surcharge – Paid to State	\$		\$
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Other	\$		\$
Law Enforcement Training (LET) Fund surcharge	\$		\$
Domestic Violence Shelter surcharge	\$		\$
Inmate Prisoner Detainee Security Fund surcharge	\$		\$
Sheriffs' Retirement Fund (SRF) surcharge	\$		\$
Restitution	\$		\$
Parking ticket revenue (including penalties)	\$		\$
Bond forfeitures (paid to city) – Other	\$		\$
Total Other Revenue	\$		\$
Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.		Total Other Disbursements	\$
		Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$
	\$	Bond Refunds	\$
	\$	Total Disbursements	\$

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

I. COURT INFORMATION		Municipality: Harrisonville Municipal		Reporting Period: Jan 1, 2022 - Dec 31, 2022	
Mailing Address: 300 E PEARL STREET, HARRISONVILLE, MO 64701					
Physical Address: 300 E PEARL STREET, HARRISONVILLE, MO 64701				County: Cass County	Circuit: 17
Telephone Number: (816)3808903			Fax Number:		
Prepared by: MICHELLE SHAFFER			E-mail Address: michelle.shaffer@courts.mo.gov		
Municipal Judge: Don Lograsso					
II. MONTHLY CASELOAD INFORMATION					
		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance	
A. Cases (citations/informations) pending at start of month		34	457	417	
B. Cases (citations/informations) filed		34	258	307	
C. Cases (citations/informations) disposed					
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0	
2. court/bench trial - GUILTY		0	2	21	
3. court/bench trial - NOT GUILTY		0	8	2	
4. plea of GUILTY in court		28	222	214	
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	23	5	
6. dismissed by court		1	11	16	
7. <i>nolle prosequi</i>		10	45	73	
8. certified for jury trial (not heard in Municipal Division)		0	0	1	
9. TOTAL CASE DISPOSITIONS		39	312	332	
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		29	403	392	
E. Trial de Novo and/or appeal applications filed		0	0	1	
III. WARRANT INFORMATION (pre- & post-disposition)					
1. # Issued during reporting period		947	IV. PARKING TICKETS		
2. # Served/withdrawn during reporting period		557	1. # Issued during reporting period		
3. # Outstanding at end of reporting period		467	0		
			☐ Court staff does not process parking tickets		

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION

Municipality: Harrisonville Municipal

Reporting Period: Jan 1, 2022 - Dec 31, 2022

V. DISBURSEMENTS**Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)**

Fines - Excess Revenue	\$25,209.17
Clerk Fee - Excess Revenue	\$2,782.41
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$85.44
Bond forfeitures (paid to city) - Excess Revenue	\$2,284.00
Total Excess Revenue	\$30,361.02

Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)

Fines - Other	\$39,891.41
Clerk Fee - Other	\$2,952.63
Judicial Education Fund (JEF) ☒ Court does not retain funds for JEF	\$0.00
Peace Officer Standards and Training (POST) Commission surcharge	\$478.47
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$3,406.20
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$91.31
Law Enforcement Training (LET) Fund surcharge	\$949.36
Domestic Violence Shelter surcharge	\$949.36
Inmate Prisoner Detainee Security Fund surcharge	\$950.86
Restitution	\$1,429.99
Parking ticket revenue (including penalties)	\$0.00
Bond forfeitures (paid to city) - Other	\$7,031.00
Total Other Revenue	\$58,130.59

Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.

Court Automation	\$2,987.46
Law Enf Arrest-Local	\$4,560.50
Overpayment	\$6.01
Overpayment-E/R	\$7.50
Overpayments Detail Code	\$88.00
Total Other Disbursements	\$7,649.47
Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$96,141.08
Bond Refunds	\$6,877.00
Total Disbursements	\$103,018.08

Attachment: December 2022 Municipal Court Report (Municipal Court Report December 2022)